

BALDWIN COUNTY COMMISSION WORK SESSION AGENDA

**Baldwin County Central Annex
County Commission Conference Room
Robertsdale, Alabama**

**November 22, 2016
10:00 AM**

All supporting documentation for the items contained in this Agenda can be viewed at
<http://openmeetings.baldwincountyal.gov/>

After original publication, all replacement items, additional attachments and/or handouts are denoted by an asterisk (**).

Welcome by the Chairman

Invocation

Pledge of Allegiance

WORK SESSION AGENDA

STAFF RECOMMENDATIONS

ITEM

BUSINESS

A BUDGET/PURCHASING

- A1 To Review: [Competitive Bid #WG16-02A - Provision of Tree Removal and Disposal Services for the Baldwin County Commission](#)
- A2 To Review: [Competitive Bid #WG17-01 - Provision of Motorgrader Blades for the Baldwin County Commission](#)
- A3 To Review: [Competitive Bid #WG17-02 - Provision of Roadway Pipe for the Baldwin County Commission](#)
- A4 To Review: [Competitive Bid #WG17-03 - Provision of Fence Installation and Repair on County Right-of-Ways for the Baldwin County Commission](#)
- A5 To Review: [Competitive Bid #WG17-04 - Provision of Police Vehicle Equipment \(Brake Rotors\) for the Baldwin County Commission](#)
- A6 To Review: [Competitive Bid #WG17-06 - Purchase and Installation of a Audio/Video System at the Baldwin County Emergency Management Agency Located in Robertsedale, Alabama](#)
- A7 To Review: [Competitive Bid #WG17-07 - Provision of Rental Equipment for the Baldwin County Commission](#)
- A8 To Review: [Purchase and Installation of HVAC Chiller Coil and Controls at the Baldwin County Courthouse Located in Bay Minette, Alabama for the Baldwin County Commission](#)
- A9 To Review: [Sale of One \(1\) Surplus Vehicle for the Baldwin County Commission](#)
- A10 To Review: [Relocation of the Little Red School House to](#)

Bicentennial Park

B HIGHWAY

- B1 To Review: [Paving and Maintenance of Corte Road from County Road 13 to State Route 181](#)
- B2 To Review: [Cliff's Landing Public Boat Ramp - Lease, Construction and Maintenance Agreement with State of Alabama Department of Conservation and Natural Resources \(ADCNR\)](#)
- B3 To Review: [Unnamed Road off County Road 112](#)

C FINANCE/ACCOUNTING

- C1 To Review: [Resolution #2017-034 - Severe Weather Preparedness Tax Holiday 2017](#)
- C2 To Review: [Publication of Annual Fiscal Year 2016 Unaudited Financial Statement Once in All Gulf Coast Newspapers](#)

D ENVIRONMENTAL MANAGEMENT (SOLID WASTE)

- D1 To Review: [Magnolia Landfill NPDES Draft Permit #AL0069345](#)
- D2 To Review: [Baldwin Clean Sweep - March 4, 2017](#)

E COMMUNICATIONS/INFORMATION SYSTEMS (CIS)

- E1 To Review: [Additional RF Site in Elberta/Lillian Area for P-25 Radio Network System](#)

F ADMINISTRATION

- F1 To Review: [Designation/Appointment of Commissioners to Various Boards](#)
- F2 To Review: [Appropriation Agreements Aligned to the Baldwin County Fiscal Year 2016-2017 County Budget](#)
- F3 To Review: [**Space Allocation in County Facilities - Request from Judge Carmen Bosch for Allocation of Space at the Baldwin County Courthouse in Bay Minette, Alabama](#)

G ADDENDA

G1 To Review: [Software License and Related Professional Services Agreement between Baldwin County Commission and Data Cloud Solutions, LLC - MobileAssessor](#)

H PUBLIC COMMENTS

I PRESS QUESTIONS

J COMMISSIONERS COMMENTS

K ADJOURNMENT

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney/Cal Markert/Frank Lundy

ITEM TITLE

Competitive Bid #WG16-02A - Provision of Tree Removal & Disposal Services for the Baldwin County Commission

STAFF RECOMMENDATION

Extend Competitive Bid #WG16-02A - Provision of Tree Removal & Disposal Services with **RDA Service Company, Inc.**, for an additional twelve (12) months at the same prices and terms stated in the bid specifications as awarded on January 5, 2016. The extension will expire on January 5, 2018.

BACKGROUND INFORMATION

Previous Commission Action/Background Information:	Yes
Date(s) of Previous Commission Action:	See below

The Highway Department is requesting that the Commission extend the bid for the Provision of Tree Removal & Disposal Services with RDA Service Company, Inc., that was awarded on January 5, 2016, for twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for two (2) additional twelve (12) month periods by the Commission at their option, if acceptable by the vendor. Any additional contract or extensions will be at the same prices, terms and conditions stated in the bid. The vendor, RDA Service Company, Inc., has submitted a letter agreeing to extend the bid prices for an additional twelve (12) months. The extension will expire on January 5, 2018. Award Listing attached for review.

PREVIOUS COMMISSION ACTION:

10/20/2015 meeting: 1) Approved the specifications and authorized the Purchasing Manager to place a competitive bid for the Provision of Tree Removal and Disposal Services; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the **bid is**

advertised.

12/01/2015 meeting: 1) Authorized the Purchasing Manager to re-bid for the Provision of Tree Removal and Disposal Services; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

01/05/2016 meeting: Awarded the bid to the lowest bidder, RDA Service Company, Inc., for the Provision of Tree Removal & Disposal Services as per the attached Award Listing.

FINANCIAL IMPACT

Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	Variable
Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	Various Highway Budgets
Balance remaining in the line item after recommended expenditure:	-0-
Does the recommendation create a need for continued funding which is not included in the current budget?	No

LEGAL IMPACT

Are there any legal documents required to be executed if this recommendation is approved?	No
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ADVERTISING REQUIREMENTS

Is advertising required for this recommendation?	No
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CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016

Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
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POLICY IMPACT

Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BC Purchasing Policies

PERSONNEL IMPACT

Does the recommendation have personnel impact?	No
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IMPLEMENTATION

Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Wanda Gautney/Purchasing Manager - letter to vendor

ATTACHMENTS

1. RDA Email.pdf 2. WG16-02A Award Listing.pdf	
APPROVALS	
Budget	Christie Davis 11/15/2016 4:16:22 PM
Personnel	
Administration	Brandy N. Volovecky 11/16/2016 2:23:29 PM
Chairman and County Administrator	Chris Elliott 11/16/2016 5:26:6 PM



November 15, 2016

Wanda Gautney
Purchasing Manager
Baldwin County Purchasing Department
Baldwin County Commission
Email: wgautney@baldwincountyal.gov

Mrs. Gautney,

RDA Service Company, Inc. agrees to the twelve (12) month extension at the same prices and terms of the original bid award dated January 5, 2016

Sincerely,

A handwritten signature in blue ink, reading "Tim Brazell". The signature is fluid and cursive, with the first name "Tim" and last name "Brazell" clearly legible.

Tim Brazell
General Manager
RDA Service Company
Ph# 251-866-2800
Cell# 251-331-6685
Email: tim@rdaservices.com

COMPETITIVE BID #WG16-02A Award Listing
Provision of Tree Removal & Disposal Services
Effective Date: 01/05/2016 through 01/05/2017

BIDDER:		RDA Service Company, Inc.	
LABOR		Billing Rate per Hour	
		<u>Straight Time</u>	Overtime
Standard Crew Size (1-Foreman, 1-Equip. Operator, 1-Trimmer)		\$92.89	\$139.33
EQUIPMENT		<u>Rate Per Hour</u>	
	Description		
	Aerial Lift Big Foot 4x4	\$27.00	
	Aerial Lift 4x4	\$27.00	
	Aerial Lift 2WD	\$18.01	
	Chipper	\$7.00	
	Pickup	\$10.00	
	Loader Truck 2-ton w/grapple & dump	\$26.50	
STRUMP GRINDING		<u>Each</u>	
6 in. Diameter to 11.99 in. Diameter		\$75.00	
12 in. Diameter to 23.99 in. Diameter		\$150.00	
24 in. Diameter to 47.99 in. Diameter		\$300.00	
48 in. Diameter and Greater		\$425.00	

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney/Cal Markert/Frank Lundy
ITEM TITLE	
Competitive Bid #WG17-01 - Provision of Motorgrader Blades for the Baldwin County Commission	
STAFF RECOMMENDATION	
Award the bid to the lowest bidder, Thompson Tractor Company, Inc. , as per the attached Award Listing for the Provision of Motorgrader Blades.	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	Yes
Date(s) of Previous Commission Action:	See Below
<p>Bids were opened in the Purchasing Conference Room on November 3, 2016, at 1:30 P.M. Three (3) bids were received. Recommend the Commission award the bid to the lowest bidder, Thompson Tractor Company Inc., as per the attached Award Listing. Bid Tabulation attached:</p> <p><u>PREVIOUS COMMISSION ACTION:</u></p> <p><u>10/18/16 meeting:</u> 1) Approved the specifications and authorized the Purchasing Manager to place a competitive bid for the Provision of Motorgrader Blades; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.</p>	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	est. \$5,000.00

Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	various Highway Budgets
Balance remaining in the line item after recommended expenditure:	-0-
Does the recommendation create a need for continued funding which is not included in the current budget?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BC Purchasing Policies
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Wanda Gautney/Purchasing Manager - letter to bidders
ATTACHMENTS	
1. WG17-01 Award Listing.pdf 2. WG17-01 Bid Tabulation.pdf	
APPROVALS	
Budget	Christie Davis 11/15/2016 8:22:32 AM
Personnel	
Administration	Anu Gary 11/16/2016 12:32:03 PM
Chairman and County Administrator	Chris Elliott 11/16/2016 4:48:28 PM

COMPETITIVE BID #WG17-01 Award Listing
Provision of Motorgrader Blades
Effective December 6, 2016 through December 6, 2017

BIDDER: Thompson Tractor Company, Inc.		
Price per 6 ft. Blade: 5/8 " or 3/4" 6" width	\$39.07 with 5/8	\$37.93 with 3/4
Price per 6 ft. Blade: 5/8 " or 3/4" 8" width	\$53.33 with 5/8	\$48.80 with 3/4
Price per 7 ft. Blade: 5/8" or 3/4" 6" width	\$45.07 with 5/8	\$43.49 with 3/4 hole
Price per 7 ft. Blade: 5/8" or 3/4" 8" width	\$74.15 with 5/8 or 3/4	

COMPETITIVE BID #WG17-01 Bid Tabulation

Provision of Motorgrader Blades

BIDDER: Thompson Tractor Company, Inc.			
Price per 6 ft. Blade: 5/8 " or 3/4" 6" width	\$39.07	with 5/8	\$37.93 with 3/4
Price per 6 ft. Blade: 5/8 " or 3/4" 8" width	\$53.33	with 5/8	\$48.80 with 3/4
Price per 7 ft. Blade: 5/8" or 3/4" 6" width	\$45.07	with 5/8	\$43.49 with 3/4 hole
Price per 7 ft. Blade: 5/8" or 3/4" 8" width	\$74.15	with 5/8 or 3/4	

BIDDER: Tractor & Equipment Company, Inc.			
Price per 6 ft. Blade: 5/8 " or 3/4" 6" width	\$43.21		\$53.63 3/4
Price per 6 ft. Blade: 5/8 " or 3/4" 8" width	\$53.61		\$74.71 3/4
Price per 7 ft. Blade: 5/8" or 3/4" 6" width	\$48.36		\$62.56 3/4
Price per 7 ft. Blade: 5/8" or 3/4" 8" width	\$69.11		\$78.95 3/4

BIDDER: Valk Manufacturing Company			
Price per 6 ft. Blade: 5/8 " or 3/4" 6" width	\$40.95	5/8x6x6	
	\$51.41	3/4x6x6	
Price per 6 ft. Blade: 5/8 " or 3/4" 8" width	\$60.51	5/8x8x6	
	\$72.90	3/4x8x6	
Price per 7 ft. Blade: 5/8" or 3/4" 6" width	\$47.75	5/8x6x7	
	\$59.98	3/4x6x7	
Price per 7 ft. Blade: 5/8" or 3/4" 8" width	\$70.61	5/8x8x7	
	\$85.00	3/4x8x7	

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney/Cal Markert/Frank Lundy

ITEM TITLE

Competitive Bid #WG17-02 - Provision of Roadway Pipe for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid to the lowest bidders, **Forterra Pipe & Precast, LLC, Construction Materials, Alabama Pipe & Supply Co., Inc., Evans and Company, Inc., and Ferguson Waterworks,** as per the attached Award Listings for each category of headings for the Provision of Roadway Pipe.

BACKGROUND INFORMATION

Previous Commission Action/Background Information:	Yes
Date(s) of Previous Commission Action:	See Below

Bids were opened in the Purchasing Conference Room on November 3, 2016, at 1:30 P.M. Five (5) bids were received. Award recommendations were to the lowest bidders on each category. Recommend the Commission award the bid as per the attached Award Listings for each category of headings for the Provision of Roadway Pipe. Bid Tabulations and Award Listings attached.

PREVIOUS COMMISSION ACTION:

09/08/2016 meeting: 1) Approved the specifications and authorized the Purchasing Manager to place a competitive bid for the provision of roadway pipe; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

FINANCIAL IMPACT

Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	Variable
Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	Various Highway Budgets
Balance remaining in the line item after recommended expenditure:	-0-
Does the recommendation create a need for continued funding which is not included in the current budget?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BC Purchasing Policies
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Wanda Gautney/Purchasing Manager - letter to bidders
ATTACHMENTS	
1. WG17-02 Award Listings.pdf 2. WG17-02 Bid Tabulation.pdf	
APPROVALS	
Budget	Christie Davis 11/16/2016 11:04:16 AM
Personnel	
Administration	Brandy N. Volovecky 11/16/2016 2:29:59 PM

Chairman and County Administrator	Chris Elliott 11/16/2016 5:27:6 PM
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COMPETITIVE BID #WG17-02 Bid Award**Pipe, Concrete - Circular & Arch**

Effective Date: 12/06/16 through 12/06/17

Description of Items	Delivered Forterra Amount	Picked Up Forterra Amount	Delivered/Picked Up Consturction Materials Amount	Delivered/Picked Up Alabama Pipe & Supply Amount
15" RCP C-3		\$10.00		Delivered \$10.50
15" BEVELED END SECTION	\$28.00	\$28.00		
18" RCP C-3		\$11.00		Delivered \$11.25
18" BEVELED END SECTION	\$30.00	\$30.00		
21" RCP C-3	\$17.75	\$17.00		
24" RCP C-3				\$18.75
24" BEVELED END SECTION	\$43.25	\$43.25		
27" RCP C-3	\$26.50	\$26.00		
30" RCP C-3		\$26.50		Delivered \$27.00
30" BEVELED END SECTION	\$61.25	\$61.25		
36" RCP C-3				\$38.00
36" BEVELED END SECTION	\$97.87	\$97.80		
42" RCP C-3		\$48.50		Delivered \$49.00
48" RCP C-3		\$64.00		Delivered \$64.00
54" RCP C-3	\$79.00	\$78.50		
60" RCP C-3				\$85.00
66" RCP C-3	\$126.75	\$126.75		
72" RCP C-3				\$130.00
84" RCP C-3	\$182.00	\$182.00		
96" RCP C-3				\$320.00
18"x11" RCP C-3 ARCH		\$19.00		Delivered \$19.00
18"X11" BES	\$52.00	\$51.50		
22"X13" RCP C-3 ARCH		\$20.00		Delivered \$20.00
22"X13 BES	\$54.00	\$54.00		
29"X18" RCP C-3 ARCH		\$27.00		Delivered \$27.00
29"x18" BES				\$62.00
36"x23" RCP C-3 ARCH		\$33.00		Delivered \$33.00
36"X23" BES	\$80.37	\$80.37		
44"x27" RCP C-3 ARCH		\$46.00		Delivered \$46.00
44"X27" BES	No Bid	No Bid	No Bid	No Bid
51"x31" RCP C-3 ARCH				\$60.00
58" X 36" RCP C-3 ARCH				\$75.00
65" X40" RCP C-3 ARCH				\$90.00
73"X45" RCP C-3 ARCH				\$115.00
88"X54" RCP C-3 ARCH			\$210.00	

Competitive Bid # WG17-02 Bid Award
Provision of High Density Polyethylene Corrugated Pipe
Effective Date: 12/06/16 through 12/06/17

		Evans & Company, Inc		Ferguson Waterworks	
High Density Polyethylene Corrugated Pipe		Picked Up	Delivered	Picked-UP	Delivered
		ASTM Specifications			
Diameter	Gage	Amount	Amount	Amount	Amount
4"				\$1.10	\$1.12
6"				\$2.33	\$2.38
8"				\$3.23	\$3.30
10"				\$4.28	\$4.40
12"				\$5.24	\$5.40
15"			\$6.75	\$6.71	
18"				\$8.30	\$8.48
24"			\$14.80	\$14.70	
30"		\$20.10	\$20.10		
36"		\$27.75	\$27.75		
42"		\$35.50	\$35.50		
48"				\$44.39	\$45.36

Competitive Bid #WG17-02 Award Listing

Pipe - Corrugated Round & Arch Bituminous Coated (Metal)

Corrugated Metal Culvert Pipe (2.66")

Effective Date: 12/06/16 through 12/06/17

BIDDERS:		Construction Materials		Evans and Company	
Corrugated Round and Arch Bituminous					
Coated (Metal)		Picked Up	Delivered	Picked Up	Delivered
6"	16	\$6.85	\$6.85		
8"	16	\$8.19	\$8.19		
10"	16	\$9.55	\$9.55		
12"	16			\$9.75	\$9.75
15"	16			\$12.10	\$12.10
18"	16			\$15.20	\$15.20
21"	16			\$16.50	\$16.50
24"	16			\$19.98	\$19.98
30"	16			\$24.95	\$24.95
36"	16			\$29.85	\$29.85
42"	16			\$35.10	\$35.10
48"	16			\$40.15	\$40.15
15"	14			\$15.50	\$15.50
18"	14			\$18.60	\$18.60
21"	14			\$21.10	\$21.10
24"	14			\$24.65	\$24.65
30"	14			\$30.65	\$30.65
36"	14			\$36.50	\$36.50
42"	14			\$42.75	\$42.75
48"	14			\$49.95	\$49.95
54"	14			\$59.50	\$59.50
21"	12			\$27.98	\$27.98
24"	12			\$33.01	\$33.01
30"	12			\$39.75	\$39.75
36"	12			\$50.75	\$50.75
42"	12			\$59.00	\$59.00
48"	12			\$69.00	\$69.00
54"	12			\$81.00	\$81.00
60"	12	\$103.52	\$103.52		
66"	12	\$113.75	\$113.75		
72"	12			\$139.75	\$139.75
78"	12			\$174.90	\$174.90
36"	10			\$69.25	\$69.25
42"	10			\$77.25	\$77.25
48"	10			\$89.90	\$89.90
54"	10			\$103.00	\$103.00
60"	10			\$110.00	\$110.00
66"	10			\$126.00	\$126.00
72"	10			\$139.75	\$139.75
78"	10			\$174.90	\$174.90
84"	10			\$195.00	\$195.00
90"	10			\$207.00	\$207.00
96"	10			\$217.00	\$217.00
48"	8			No Bid	No Bid
54"	8			No Bid	No Bid

60"	8			No Bid	No Bid
66"	8			No Bid	No Bid
72"	8			No Bid	No Bid
78"	8			No Bid	No Bid
84"	8			No Bid	No Bid
90"	8			No Bid	No Bid
96"	8			No Bid	No Bid

		Picked Up	Delivered	Picked Up	Delivered
Size	Gage				
17X13	16			\$13.55	\$13.55
21x15	16			\$16.25	\$16.25
24x18	16			\$21.45	\$21.45
28x20	16			\$21.45	\$21.45
35x24	16			\$26.75	\$26.75
42x29	16			\$31.95	\$31.95
49x33	16			\$39.95	\$39.95
57x38	16			\$46.00	\$46.00
17X13	14			\$16.75	\$16.75
21x15	14			\$19.90	\$19.90
24x18	14			\$22.50	\$22.50
28x20	14			\$26.38	\$26.38
35x24	14			\$32.80	\$32.80
42x29	14			\$39.05	\$39.05
49x33	14			\$45.75	\$45.75
57x38	14			\$53.50	\$53.50
64x43	14			\$64.00	\$64.00
24x18	12			\$29.95	\$29.95
28x20	12			\$35.40	\$35.40
35x24	12			\$42.50	\$42.50
42x29	12			\$54.50	\$54.50
49x33	12			\$63.00	\$63.00
57x38	12			\$74.00	\$74.00
64x43	12			\$87.00	\$87.00
71x47	12	\$110.77	\$110.77		
77x52	12	\$121.71	\$121.77		
42x29	10			\$74.10	\$74.10
49x33	10			\$82.75	\$82.75
57x38	10			\$96.20	\$96.20
64x43	10			\$110.25	\$110.25
71x47	10			\$118.00	\$118.00
77x52	10			\$135.00	\$135.00
83x57	10			\$149.50	\$149.50
57x 38	8			No Bid	No Bid
64x43	8			No Bid	No Bid
71x47	8			No Bid	No Bid
77x52	8			No Bid	No Bid
83x57	8			No Bid	No Bid

Corrugated Metal Culvert Pipe (5"X1" Corrugation)

		Picked Up	Delivered	Picked Up	Delivered
Size "	Gage				
36	16			\$29.85	\$29.85
42	16			\$35.10	\$35.10

48	16			\$40.15	\$40.15
54	16			\$59.50	\$59.50
60	16	\$74.39	\$74.39		
66	16	\$84.14	\$84.14		
72	16	\$92.58	\$92.58		
78	16	\$99.55	\$99.55		
84	16	\$107.96	\$107.96		
96	16	\$121.99	\$121.99		
36	14			\$36.50	\$36.50
42	14			\$42.75	\$42.75
48	14			\$49.95	\$49.95
54	14			\$59.50	\$59.50
60	14	\$83.14	\$83.14		
66	14	\$91.82	\$91.82		
72	14	\$100.50	\$100.50		
78	14	\$107.95	\$107.95		
84	14	\$116.64	\$116.64		
90	14	\$124.08	\$124.08		
96	14	\$132.77	\$132.77		
36	12			\$50.75	\$50.75
42	12			\$59.00	\$59.00
48	12			\$68.00	\$68.00
54	12			\$80.00	\$80.00
60	12			\$110.00	\$110.00
66	12	\$125.32	\$125.32		
72	12			\$130.00	\$130.00
78	12	\$147.67	\$147.67		
84	12	\$158.83	\$158.83		
90	12	\$192.10	\$192.10		
96	12	\$206.11	\$206.11		
102	12			\$210.00	\$210.00
108	12			\$212.00	\$212.00
114	12	\$243.90	\$243.90		
120	12	\$256.60	\$256.60		
48	10			\$89.90	\$89.90
54	10			\$103.00	\$103.00
60	10			\$110.00	\$110.00
66	10			\$126.00	\$126.00
72	10			\$139.75	\$139.75
78	10			\$174.90	\$174.90
84	10			\$195.00	\$195.00
90	10			\$207.00	\$207.00
96	10			\$217.00	\$217.00
102	10			\$220.00	\$220.00
108	10			\$235.00	\$235.00
114	10			\$240.00	\$240.00
120	10			\$270.00	\$270.00
126	10	\$346.33	\$346.33		
132	10	\$363.15	\$363.15		
138	10	\$378.59	\$378.59		
144	10	\$395.40	\$395.40		
60	8				
66	8				
72	8				

78	8				
84	8				
90	8				
96	8				
102	8				
108	8				
114	8				
120	8				

Corrugated Metal Culvert Pipe (5"X1" Corrugation)

Size "	Gage	Picked Up	Delivered	Picked Up	Delivered
40x31	16			\$31.95	\$31.95
46x36	16			\$39.95	\$39.95
53x41	16			\$46.00	\$46.00
60x46	16			\$64.00	\$64.00
66x51	16			\$87.00	\$87.00
73x55	16			\$120.00	\$120.00
81x59	16			\$129.50	\$129.50
87x63	16			\$130.00	\$130.00
95x64	16			\$135.00	\$135.00
103x71	16			\$143.00	\$143.00
112x75	16			\$180.00	\$180.00
40x31	14			\$36.75	\$36.75
46x36	14			\$45.80	\$45.80
53x41	14			\$49.75	\$49.75
60x46	14			\$59.38	\$59.38
66x51	14			\$65.00	\$65.00
73x55	14			\$70.25	\$70.25
81x59	14			\$65.01	\$65.01
87x63	14			\$79.50	\$79.50
95x67	14			\$85.50	\$85.50
103x71	14			\$97.75	\$97.75
112x75	14			\$144.00	\$144.00
53x41	12			\$63.00	\$63.00
60x46	12			\$74.00	\$74.00
66x51	12			\$87.00	\$87.00
73x55	12			\$130.00	\$130.00
81x59	12			\$135.00	\$135.00
87x63	12			\$142.70	\$142.70
95x67	12			\$161.00	\$161.00
103x71	12			\$170.50	\$170.50
112x75	12			\$171.00	\$171.00
117x79	12			\$179.00	\$179.00
128x83	12			\$186.00	\$186.00
137x87	12			\$197.00	\$197.00
142x91	12			\$250.00	\$250.00
Size "					
81x59	10			\$154.00	\$154.00
87x63	10			\$174.95	\$174.95
95x67	10			\$180.00	\$180.00
103x71	10			\$196.00	\$196.00
112x75	10			\$206.65	\$206.65
117x79	10			\$210.00	\$210.00

128x83	10			\$218.00	\$218.00
137x87	10			\$263.00	\$263.00
142x91	10			\$292.00	\$292.00
66x51	8				
73x55	8				
81x59	8				
87x63	8				
95x64	8				
103x71	8				
112x75	8				
117x79	8				
128x83	8				
137x87	8				
142x91	8				

COMPETITIVE BID #WG17-02 Bid Tabulation
Pipe, Concrete - Circular & Arch

Description of Items	Delivered Forterra Amount	Picked Up Forterra Amount	Delivered/Picked Up Consturction Materials Amount	Delivered/Picked Up Alabama Pipe & Supply Amount
15" RCP C-3	\$10.60	\$10.00	\$12.25	\$10.50
15" BEVELED END SECTION	\$28.00	\$28.00	No Bid	\$43.75
18" RCP C-3	\$11.60	\$11.00	\$14.80	\$11.25
18" BEVELED END SECTION	\$30.00	\$30.00	No Bid	\$45.87
21" RCP C-3	\$17.75	\$17.00	No Bid	No Bid
24" RCP C-3	\$19.60	\$19.00	\$22.25	\$18.75
24" BEVELED END SECTION	\$43.25	\$43.25	No Bid	\$59.62
27" RCP C-3	\$26.50	\$26.00	No Bid	No Bid
30" RCP C-3	\$27.25	\$26.50	\$31.92	\$27.00
30" BEVELED END SECTION	\$61.25	\$61.25	No Bid	No Bid
36" RCP C-3	\$39.25	\$38.50	\$43.32	\$38.00
36" BEVELED END SECTION	\$97.87	\$97.80	No Bid	No Bid
42" RCP C-3	\$49.25	\$48.50	\$57.00	\$49.00
48" RCP C-3	\$64.50	\$64.00	\$74.10	\$64.00
54" RCP C-3	\$79.00	\$78.50	\$94.62	No Bid
60" RCP C-3	\$96.00	\$95.50	\$115.14	\$85.00
66" RCP C-3	\$126.75	\$126.75	No Bid	No Bid
72" RCP C-3	\$134.50	\$134.50	\$189.24	\$130.00
84" RCP C-3	\$182.00	\$182.00	\$262.00	No Bid
96" RCP C-3	\$430.00	\$430.00	No Bid	\$320.00
18"x11" RCP C-3 ARCH	\$19.50	\$19.00	\$19.20	\$19.00
18"X11" BES	\$52.00	\$51.50	No Bid	\$54.50
22"X13" RCP C-3 ARCH	\$20.50	\$20.00	\$22.80	\$20.00
22"X13 BES	\$54.00	\$54.00	No Bid	\$60.12
29"X18" RCP C-3 ARCH	\$27.50	\$27.00	\$33.00	\$27.00
29"x18" BES	\$68.00	\$68.00	No Bid	\$62.00
36"x23" RCP C-3 ARCH	\$33.50	\$33.00	\$46.80	\$33.00
36"X23" BES	\$80.37	\$80.37	No Bid	No Bid
44"x27" RCP C-3 ARCH	\$46.50	\$46.00	\$62.40	\$46.00
44"X27" BES	No Bid	No Bid	No Bid	No Bid
51"x31" RCP C-3 ARCH	\$60.50	\$60.50	\$82.80	\$60.00
58" X 36" RCP C-3 ARCH	\$76.50	\$76.15	\$105.60	\$75.00
65" X40" RCP C-3 ARCH	\$93.50	\$93.50	\$129.60	\$90.00
73"X45" RCP C-3 ARCH	\$116.50	\$116.50	\$160.80	\$115.00
88"X54" RCP C-3 ARCH	\$230.00	\$230.00	\$210.00	No Bid

Competitive Bid # WG17-02 Bid Tabulation
Provision of High Density Polyethylene Corrugated Pipe

		Evans & Company, Inc		Construction Materials		Ferguson Waterworks		Ferguson Recycled	Waterworks Materials
High Density Polyethylene Corrugated Pipe		Picked Up ASTM Specifications	Delivered	Picked Up ASTM Specifications	Delivered	Picked-UP	Delivered	Picked-UP	Delivered
Diameter	Gage	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
4"		\$1.95	\$1.95	\$1.30	\$1.30	\$1.10	\$1.12	\$1.10	\$1.10
6"		\$3.20	\$3.20	\$2.65	\$2.65	\$2.33	\$2.38	\$2.33	\$2.33
8"		\$4.15	\$4.15	\$3.95	\$3.95	\$3.23	\$3.30	\$3.23	\$3.23
10"		\$5.05	\$5.05	\$5.20	\$5.20	\$4.28	\$4.40	\$4.28	\$4.28
12"		\$5.75	\$5.75	\$5.85	\$5.85	\$5.24	\$5.40	\$5.24	\$5.24
15"		\$6.75	\$6.75	\$7.48	\$7.48	\$6.71	\$6.85	\$6.71	\$6.71
18"		\$8.60	\$8.60	\$9.23	\$9.23	\$8.30	\$8.48	\$8.30	\$8.30
24"		\$14.80	\$14.80	\$16.35	\$16.35	\$14.70	\$15.02	\$14.70	\$14.70
30"		\$20.10	\$20.10	\$23.51	\$23.51	\$21.11	\$21.57	\$21.11	\$21.11
36"		\$27.75	\$27.75	\$31.14	\$31.14	\$27.96	\$28.57	\$27.96	\$27.96
42"		\$35.50	\$35.50	\$41.10	\$41.10	\$36.91	\$37.72	\$36.91	\$36.91
48"		\$47.00	\$47.00	\$49.44	\$49.44	\$44.39	\$45.36	\$44.39	\$44.39

Competitive Bid #WG17-02 Bid Tabulation

Pipe - Corrugated Round & Arch Bituminous Coated (Metal)

Corrugated Metal Culvert Pipe (2.66")

BIDDERS:		Construction Materials		Evans and Company	
Corrugated Round and Arch Bituminous					
Coated (Metal)		Picked Up	Delivered	Picked Up	Delivered
6"	16	\$6.85	\$6.85	\$11.10	\$11.10
8"	16	\$8.19	\$8.19	\$11.50	\$11.50
10"	16	\$9.55	\$9.55	\$12.50	\$12.50
12"	16	\$12.78	\$12.78	\$9.75	\$9.75
15"	16	\$15.34	\$15.34	\$12.10	\$12.10
18"	16	\$19.17	\$19.17	\$15.20	\$15.20
21"	16	\$21.72	\$21.72	\$16.50	\$16.50
24"	16	\$24.28	\$24.28	\$19.98	\$19.98
30"	16	\$30.74	\$30.74	\$24.95	\$24.95
36"	16	\$37.06	\$37.06	\$29.85	\$29.85
42"	16	\$43.46	\$43.46	\$35.10	\$35.10
48"	16	\$48.57	\$48.57	\$40.15	\$40.15
15"	14	\$19.18	\$19.18	\$15.50	\$15.50
18"	14	\$23.01	\$23.01	\$18.60	\$18.60
21"	14	\$31.95	\$31.95	\$21.10	\$21.10
24"	14	\$30.68	\$30.68	\$24.65	\$24.65
30"	14	\$38.34	\$38.34	\$30.65	\$30.65
36"	14	\$46.00	\$46.00	\$36.50	\$36.50
42"	14	\$53.68	\$53.68	\$42.75	\$42.75
48"	14	\$61.35	\$61.35	\$49.95	\$49.95
54"	14	\$69.01	\$69.01	\$59.50	\$59.50
21"	12	No Bid	No Bid	\$27.98	\$27.98
24"	12	\$42.17	\$42.17	\$33.01	\$33.01
30"	12	\$52.40	\$52.40	\$39.75	\$39.75
36"	12	\$62.62	\$62.62	\$50.75	\$50.75
42"	12	\$72.85	\$72.85	\$59.00	\$59.00
48"	12	\$83.07	\$83.07	\$69.00	\$69.00
54"	12	\$93.30	\$93.30	\$81.00	\$81.00
60"	12	\$103.52	\$103.52	\$110.00	\$110.00
66"	12	\$113.75	\$113.75	\$126.00	\$126.00
72"	12	No Bid	No Bid	\$139.75	\$139.75
78"	12	No Bid	No Bid	\$174.90	\$174.90
36"	10	No Bid	No Bid	\$69.25	\$69.25
42"	10	\$92.08	\$92.08	\$77.25	\$77.25
48"	10	\$104.80	\$104.80	\$89.90	\$89.90
54"	10	\$117.59	\$117.59	\$103.00	\$103.00
60"	10	\$131.64	\$131.64	\$110.00	\$110.00
66"	10	\$144.42	\$144.42	\$126.00	\$126.00
72"	10	\$157.21	\$157.21	\$139.75	\$139.75
78"	10	No Bid	No Bid	\$174.90	\$174.90
84"	10	No Bid	No Bid	\$195.00	\$195.00
90"	10	No Bid	No Bid	\$207.00	\$207.00
96"	10	No Bid	No Bid	\$217.00	\$217.00
48"	8	No Bid	No Bid	No Bid	No Bid
54"	8	No Bid	No Bid	No Bid	No Bid

60"	8	No Bid	No Bid	No Bid	No Bid
66"	8	No Bid	No Bid	No Bid	No Bid
72"	8	No Bid	No Bid	No Bid	No Bid
78"	8	No Bid	No Bid	No Bid	No Bid
84"	8	No Bid	No Bid	No Bid	No Bid
90"	8	No Bid	No Bid	No Bid	No Bid
96"	8	No Bid	No Bid	No Bid	No Bid
		Picked Up	Delivered	Picked Up	Delivered
Size	Gage				
17X13	16	\$16.41	\$16.41	\$13.55	\$13.55
21x15	16	\$20.51	\$20.51	\$16.25	\$16.25
24x18	16	\$23.22	\$23.22	\$21.45	\$21.45
28x20	16	\$25.99	\$25.99	\$21.45	\$21.45
35x24	16	\$32.83	\$32.83	\$26.75	\$26.75
42x29	16	\$39.66	\$39.66	\$31.95	\$31.95
49x33	16	\$46.50	\$46.50	\$39.95	\$39.95
57x38	16	\$51.96	\$51.96	\$46.00	\$46.00
17X13	14	\$20.51	\$20.51	\$16.75	\$16.75
21x15	14	\$24.62	\$24.62	\$19.90	\$19.90
24x18	14	\$28.72	\$28.72	\$22.50	\$22.50
28x20	14	\$32.83	\$32.83	\$26.38	\$26.38
35x24	14	\$41.03	\$41.03	\$32.80	\$32.80
42x29	14	\$49.23	\$49.23	\$39.05	\$39.05
49x33	14	\$57.43	\$57.43	\$45.75	\$45.75
57x38	14	\$65.64	\$65.64	\$53.50	\$53.50
64x43	14	\$73.85	\$73.85	\$64.00	\$64.00
24x18	12	No Bid	No Bid	\$29.95	\$29.95
28x20	12	\$45.12	\$45.12	\$35.40	\$35.40
35x24	12	\$56.07	\$56.07	\$42.50	\$42.50
42x29	12	\$67.01	\$67.01	\$54.50	\$54.50
49x33	12	\$77.95	\$77.95	\$63.00	\$63.00
57x38	12	\$88.89	\$88.89	\$74.00	\$74.00
64x43	12	\$99.83	\$99.83	\$87.00	\$87.00
71x47	12	\$110.77	\$110.77	\$120.00	\$120.00
77x52	12	\$121.71	\$121.77	\$134.90	\$134.90
42x29	10	\$84.79	\$84.79	\$74.10	\$74.10
49x33	10	\$98.46	\$98.46	\$82.75	\$82.75
57x38	10	\$112.14	\$112.14	\$96.20	\$96.20
64x43	10	\$125.81	\$125.81	\$110.25	\$110.25
71x47	10	\$140.85	\$140.85	\$118.00	\$118.00
77x52	10	\$154.53	\$154.53	\$135.00	\$135.00
83x57	10	\$168.21	\$168.21	\$149.50	\$149.50
57x 38	8	No Bid	No Bid	No Bid	No Bid
64x43	8	No Bid	No Bid	No Bid	No Bid
71x47	8	No Bid	No Bid	No Bid	No Bid
77x52	8	No Bid	No Bid	No Bid	No Bid
83x57	8	No Bid	No Bid	No Bid	No Bid

Corrugated Metal Culvert Pipe (5"X1" Corrugation)

		Picked Up	Delivered	Picked Up	Delivered
Size "	Gage				
36	16	No Bid	No Bid	\$29.85	\$29.85
42	16	No Bid	No Bid	\$35.10	\$35.10

48	16	No Bid	No Bid	\$40.15	\$40.15
54	16	\$67.62	\$67.62	\$59.50	\$59.50
60	16	\$74.39	\$74.39	\$110.00	\$110.00
66	16	\$84.14	\$84.14	\$126.00	\$126.00
72	16	\$92.58	\$92.58	\$135.00	\$135.00
78	16	\$99.55	\$99.55	\$170.00	\$170.00
84	16	\$107.96	\$107.96	\$190.00	\$190.00
96	16	\$121.99	\$121.99	\$210.00	\$210.00
36	14	No Bid	No Bid	\$36.50	\$36.50
42	14	No Bid	No Bid	\$42.75	\$42.75
48	14	No Bid	No Bid	\$49.95	\$49.95
54	14	\$75.68	\$75.68	\$59.50	\$59.50
60	14	\$83.14	\$83.14	\$110.00	\$110.00
66	14	\$91.82	\$91.82	\$126.00	\$126.00
72	14	\$100.50	\$100.50	\$139.00	\$139.00
78	14	\$107.95	\$107.95	\$174.00	\$174.00
84	14	\$116.64	\$116.64	\$190.00	\$190.00
90	14	\$124.08	\$124.08	\$205.00	\$205.00
96	14	\$132.77	\$132.77	\$210.00	\$210.00
36	12	No Bid	No Bid	\$50.75	\$50.75
42	12	No Bid	No Bid	\$59.00	\$59.00
48	12	No Bid	No Bid	\$68.00	\$68.00
54	12	\$102.98	\$102.98	\$80.00	\$80.00
60	12	\$114.15	\$114.15	\$110.00	\$110.00
66	12	\$125.32	\$125.32	\$126.00	\$126.00
72	12	\$136.50	\$136.50	\$130.00	\$130.00
78	12	\$147.67	\$147.67	\$170.00	\$170.00
84	12	\$158.83	\$158.83	\$190.00	\$190.00
90	12	\$192.10	\$192.10	\$205.00	\$205.00
96	12	\$206.11	\$206.11	\$210.00	\$210.00
102	12	\$217.33	\$217.33	\$210.00	\$210.00
108	12	\$231.36	\$231.36	\$212.00	\$212.00
114	12	\$243.90	\$243.90	\$260.00	\$260.00
120	12	\$256.60	\$256.60	\$265.00	\$265.00
48	10	No Bid	No Bid	\$89.90	\$89.90
54	10	\$143.36	\$143.36	\$103.00	\$103.00
60	10	\$159.60	\$159.60	\$110.00	\$110.00
66	10	\$180.89	\$180.89	\$126.00	\$126.00
72	10	\$196.30	\$196.30	\$139.75	\$139.75
78	10	\$213.12	\$213.12	\$174.90	\$174.90
84	10	\$229.95	\$229.95	\$195.00	\$195.00
90	10	\$245.37	\$245.37	\$207.00	\$207.00
96	10	\$263.60	\$263.60	\$217.00	\$217.00
102	10	\$277.62	\$277.62	\$220.00	\$220.00
108	10	\$295.85	\$295.85	\$235.00	\$235.00
114	10	\$311.29	\$311.29	\$240.00	\$240.00
120	10	\$328.10	\$328.10	\$270.00	\$270.00
126	10	\$346.33	\$346.33	No Bid	No Bid
132	10	\$363.15	\$363.15	No Bid	No Bid
138	10	\$378.59	\$378.59	No Bid	No Bid
144	10	\$395.40	\$395.40	No Bid	No Bid
60	8	No Bid	No Bid	No Bid	No Bid
66	8	No Bid	No Bid	No Bid	No Bid
72	8	No Bid	No Bid	No Bid	No Bid

78	8	No Bid	No Bid	No Bid	No Bid
84	8	No Bid	No Bid	No Bid	No Bid
90	8	No Bid	No Bid	No Bid	No Bid
96	8	No Bid	No Bid	No Bid	No Bid
102	8	No Bid	No Bid	No Bid	No Bid
108	8	No Bid	No Bid	No Bid	No Bid
114	8	No Bid	No Bid	No Bid	No Bid
120	8	No Bid	No Bid	No Bid	No Bid

Corrugated Metal Culvert Pipe (5"X1" Corrugation)

Size "	Gage	Picked Up	Delivered	Picked Up	Delivered
40x31	16	No Bid	No Bid	\$31.95	\$31.95
46x36	16	No Bid	No Bid	\$39.95	\$39.95
53x41	16	No Bid	No Bid	\$46.00	\$46.00
60x46	16	No Bid	No Bid	\$64.00	\$64.00
66x51	16	No Bid	No Bid	\$87.00	\$87.00
73x55	16	No Bid	No Bid	\$120.00	\$120.00
81x59	16	No Bid	No Bid	\$129.50	\$129.50
87x63	16	No Bid	No Bid	\$130.00	\$130.00
95x64	16	No Bid	No Bid	\$135.00	\$135.00
103x71	16	No Bid	No Bid	\$143.00	\$143.00
112x75	16	No Bid	No Bid	\$180.00	\$180.00
40x31	14	No Bid	No Bid	\$36.75	\$36.75
46x36	14	No Bid	No Bid	\$45.80	\$45.80
53x41	14	No Bid	No Bid	\$49.75	\$49.75
60x46	14	No Bid	No Bid	\$59.38	\$59.38
66x51	14	No Bid	No Bid	\$65.00	\$65.00
73x55	14	No Bid	No Bid	\$70.25	\$70.25
81x59	14	No Bid	No Bid	\$65.01	\$65.01
87x63	14	No Bid	No Bid	\$79.50	\$79.50
95x67	14	No Bid	No Bid	\$85.50	\$85.50
103x71	14	No Bid	No Bid	\$97.75	\$97.75
112x75	14	No Bid	No Bid	\$144.00	\$144.00
53x41	12	No Bid	No Bid	\$63.00	\$63.00
60x46	12	\$120.12	\$120.12	\$74.00	\$74.00
66x51	12	\$133.15	\$133.15	\$87.00	\$87.00
73x55	12	\$151.53	\$151.53	\$130.00	\$130.00
81x59	12	\$165.03	\$165.03	\$135.00	\$135.00
87x63	12	\$178.55	\$178.55	\$142.70	\$142.70
95x67	12	\$192.05	\$192.05	\$161.00	\$161.00
103x71	12	\$205.54	\$205.54	\$170.50	\$170.50
112x75	12	\$220.55	\$220.55	\$171.00	\$171.00
117x79	12	\$232.54	\$232.54	\$179.00	\$179.00
128x83	12	\$247.55	\$247.55	\$186.00	\$186.00
137x87	12	\$261.05	\$261.05	\$197.00	\$197.00
142x91	12	\$274.56	\$274.56	\$250.00	\$250.00
Size "					
81x59	10	\$210.04	\$210.04	\$154.00	\$154.00
87x63	10	\$228.05	\$228.05	\$174.95	\$174.95
95x67	10	\$246.05	\$246.05	\$180.00	\$180.00
103x71	10	\$262.56	\$262.56	\$196.00	\$196.00
112x75	10	\$282.06	\$282.06	\$206.65	\$206.65
117x79	10	\$297.06	\$297.06	\$210.00	\$210.00

128x83	10	\$316.56	\$316.56	\$218.00	\$218.00
137x87	10	\$333.07	\$333.07	\$263.00	\$263.00
142x91	10	\$351.08	\$351.08	\$292.00	\$292.00
66x51	8	No Bid	No Bid	No Bid	No Bid
73x55	8	No Bid	No Bid	No Bid	No Bid
81x59	8	No Bid	No Bid	No Bid	No Bid
87x63	8	No Bid	No Bid	No Bid	No Bid
95x64	8	No Bid	No Bid	No Bid	No Bid
103x71	8	No Bid	No Bid	No Bid	No Bid
112x75	8	No Bid	No Bid	No Bid	No Bid
117x79	8	No Bid	No Bid	No Bid	No Bid
128x83	8	No Bid	No Bid	No Bid	No Bid
137x87	8	No Bid	No Bid	No Bid	No Bid
142x91	8	No Bid	No Bid	No Bid	No Bid

Supply Locations:

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney/Cal Markert/Frank Lundy
ITEM TITLE	
Competitive Bid #WG17-03 - Provision of Fence Installation and Repair on County Right-of-Ways for the Baldwin County Commission	
STAFF RECOMMENDATION	
<p>Reject the bid received and authorize the Purchasing Manager to re-bid the Provision of Fence Installation and Repair on County Right-of-Ways and further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	Yes
Date(s) of Previous Commission Action:	See Below
<p>Bids were opened in the Purchasing Conference Room on November 3, 2016, at 11:00 a.m. One (1) bid was received. Staff is recommending that the Commission reject the bid received and authorize the Purchasing Manager to re-bid for the Provision of Fence Installation and Repair on County Right-of-ways to possibly receive better pricing.</p> <p><u>PREVIOUS COMMISSION ACTION:</u></p> <p><u>10/18/16 meeting:</u> 1) Approved the specifications for the Provision of Fence Installation and Repair on County Right-of-Ways and authorized the Purchasing Manager to place a competitive bid; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.</p>	

FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BC Purchasing Policies
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Wanda Gautney/Purchasing Manager - letter to bidder and mail bids
ATTACHMENTS	
1. WG17-03 Specifications.doc	
APPROVALS	
Budget	
Personnel	
Administration	Anu Gary 11/16/2016 12:20:55 PM
Chairman and County Administrator	Chris Elliott 11/16/2016 4:48:4 PM

BID #WG17-03 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. Exceptions to the bid specifications are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

AWARD

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County. These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. **NO BID WILL BE ACCEPTED WITHOUT PROOF OF INSURANCE.**

It is the intent of the County to award to one vendor.

Purchase Orders will be issued for the services.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2017 and 2018), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2016 contract with its intent to extend the contract. The prices for 2016 shall also apply to the extension period(s).

BIDDER QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

TRAFFIC CONTROL, SAFETY ITEMS

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with MUTCD.

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained by Contractor and approved by the County. Nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

COMPENSATION INSURANCE

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00 combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from

any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall:

Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OHSA (Occupational Safety and Health Act).

Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, and barriers, etc., as necessary to prevent accidents and to protect the work site. These items are Considered incidental and are considered as part of the Contract.

CANCELLATION CLAUSE

Baldwin County reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, for failure to meet required specifications. In the event of termination, **only** work performed prior to the effective date of termination **that meets specifications and that has been received in full** shall be paid by Baldwin County.

LEGAL COMPLIANCE

The Contractor shall at all times comply with all applicable federal, state, local, municipal ordinances, rules and regulations of all authorities having jurisdiction and shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

SCOPE OF SERVICES FOR THE FENCE INSTALLATION AND REPAIR

All items shall be in accordance with Sections 634, 635 and 636 of the State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition.

The installation and/or repair of all fences shall be in accordance with the State of Alabama Special and Standard Highway Drawings, latest edition.

The verification of utility locations shall be the responsibility of the contractor.

Any damages to, or repairs of, utilities shall be the responsibility of the contractor.

All traffic control shall be in accordance with the Manual for Uniform Traffic Control Devices (MUTCD), latest edition, and shall be the responsibility of the contractor.

Bidders shall provide cost per item to include all subsidiary items, materials, labor cost and incidentals needed to install fences by the bidder at various Baldwin County locations.

Bidders shall provide an hourly crew labor rate for repair and installation of fences in instances where the COUNTY provides materials. This crew rate shall include all subsidiary items such as equipment, traffic control items, etc. This hourly crew rate shall also be used for removal of existing, if needed, prior to installation of new fences.

BID #WG17-03 RESPONSE FORM

Provision of Fence Installation & Repair

Page 1 of 2

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

Company Rep: _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

BID #WG17-03 RESPONSE FORM

Provision of Fence Installation & Repair

Page 2 of 2

DELIVERED F.O.B. BALDWIN COUNTY

Chain Link Industrial Fence 4' High (Without Barbed Wire)	\$ _____	L.F.
Chain Link Industrial Fence 5' High (Without Barbed Wire)	\$ _____	L.F.
Chain Link Industrial Fence 6' High (Without Barbed Wire)	\$ _____	L.F.
Woven Wire Fence with Wooden Line Posts 5' High (Without Barbed Wire)	\$ _____	L.F.
Woven Wire Fence with Metal Line Posts 5' High (Without Barbed Wire)	\$ _____	L.F.
Woven Wire Fence with Wooden Line Posts 4' High (Without Barbed Wire)	\$ _____	L.F.
Woven Wire Fence with Metal Line Posts 4' High (Without Barbed Wire)	\$ _____	L.F.
Barbed Wire Fence with Wooden Line Posts (4 Strands)	\$ _____	L.F.
Barbed Wire Fence with Metal Line Posts (4 Strands)	\$ _____	L.F.
Barbed Wire Fence with Wooden Line Posts (5 Strands)	\$ _____	L.F.
Barbed Wire Fence with Metal Line Posts (5 Strands)	\$ _____	L.F.
Hourly Labor Rate	\$ _____	/Hour

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and _____, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas,

Whereas,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER: _____
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining

provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG17-03**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG17-03 – Provision of Fence Installation and Repair on County Right-of-Ways for the Baldwin County Commission”.

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

- XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid \$ _____. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as its full execution, with an option to issue two (2) twelve (12) month contracts, or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Vendor no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as

an additional insured. This indemnification shall survive the expiration of this Contract.

- XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

TUCKER DORSEY / Date
Chairman

RONALD J. CINK / Date
County/Administrator/Budget Director

NOTARY PAGE AND SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, Tucker Dorsey, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of _____, 2016.

Notary Public
My Commission Expires

PROVIDER:

Insert Providers Name

By _____/Date
Its _____

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County and State, hereby certify that _____ as _____ of _____, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said _____.

GIVEN under my hand and seal on this the _____ day of _____, 2016.

Notary Public
My Commission Expires

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney/Charlie Jones/Steve Stewart
ITEM TITLE	
Competitive Bid #WG17-04 - Provision of Police Vehicle Equipment (Brake Rotors) for the Baldwin County Commission	
STAFF RECOMMENDATION	
<p>Take the following actions:</p> <p>1) Approve the specifications and authorize the Purchasing Manager to place a competitive bid for the Provision of Police Vehicle Equipment (Brake Rotors) for the Baldwin County Commission; and</p> <p>2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
<p>The Sheriff's Department has requested that a competitive bid be placed for the provision of Police Vehicle Equipment (Brake Rotors) for 2012 through 2017 Police Vehicles. Recommend the Commission approve the specifications and authorize the Purchasing Manager to place a competitive bid.</p>	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	

Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BC Purchasing Policies
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Wanda Gautney/Purchasing Manager - mail bids
ATTACHMENTS	
1. WG17-04 Specifications.docx	
APPROVALS	
Budget	
Personnel	
Administration	Anu Gary 11/16/2016 12:16:18 PM
Chairman and County Administrator	Chris Elliott 11/16/2016 4:47:39 PM

BID #WG17-04 SPECIFICATIONS

These specifications shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

Bidder shall give a Unit price as indicated on the Bid Response Form. The price shall include all applicable charges, destination charges, delivery charges, etc.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturers, but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

Award will be to the lowest responsible bidder meeting specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purchase for which required, terms of delivery, finance package, resale value of equipment, and fast service and experience are among the factors that will be considered in determining the responsive bidder.

BID RESPONSE FORM:

Each supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. The bid Guarantee should be attached to the front of the Response Form. **All exceptions must be listed and attached to the bid response form.**

Prices bid shall be firm for a twelve (12) month period beginning on the day of the award. It is the County's intent to award the bid to one vendor.

WARRANTY:

Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid.

DELIVERY

Delivery shall be made within **thirty (30)** days after receipt of order. Lead time shall be designated on the Bid Response Form. Delivery shall be to the Baldwin County Sheriff's Department, 18126 County Road 54, Robertsedale, AL., 36567. Delivery shall be set up with Steve Stewart at (251) 331-7127.

2012 thru 2017 Chevrolet Police Tahoe, 2016 thru 2017 Ford Police Interceptor and 2013 Chevrolet Caprice brakes.

Front Rotors: Factory OEM Equipment or equivalent

Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent

Rear Rotors: Factory OEM Equipment or Equivalent

Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent

BID #WG17-04 RESPONSE FORM

Provision of Police Vehicle Equipment (Brake Rotors)

Page 1 of 2

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number _____

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or x
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

Financing Agency Authorized Signature

Brochures showing the equipment offered shall be attached to this Response Form.
All exceptions must be listed and attached to the bid response form.

BID #WG17-04 RESPONSE FORM

Provision of Sheriff's Office Vehicle Equipment (Brake Rotors)

Page 2 of 2

Front Rotors: Factory OEM Equipment or equivalent

Model: _____
Amount Bid: _____ each

Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent

Model: _____
Amount Bid: _____ each

Rear Rotors: Factory OEM Equipment or Equivalent

Model: _____
Amount Bid: _____ each

Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent

Model: _____
Amount Bid: _____ each

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney/Reggie Chitwood/Brian Peacock

ITEM TITLE

Competitive Bid #WG17-06 - Purchase and Installation of a Audio/Video System at the Baldwin County Emergency Management Agency Located in Robertsedale, Alabama

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications for the Purchase and Installation of an Audio/Video System at the Baldwin County Emergency Management Agency located in Robertsedale, Alabama and authorize the Purchasing Manager to place a competitive bid; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission Action/Background Information:	No
<p>The Commission during the FY17 budget approved the purchase of a new Audio/Video System at the EMA building located in Robertsedale. The Baldwin County Emergency Management Agency (EMA) provides facilities and training services for the County's employees, outside organizations and community groups. These various entities utilize the Emergency Operations Center (EOC) located within the EMA to conduct training classes and exercises throughout the year.</p> <p>When activated, the EOC becomes the nerve center of the county for response and recovery</p>	

efforts during an emergency or disaster.

The EOC relies on a robust audio/visual system for training and to share information with key stakeholders who are coordinating response efforts to incidents within Baldwin County. The current analog system was installed approximately 20 years ago and is reaching end of life.

With replacement due, advances in technology dictate that the audio/visual system in the EOC be brought up to current standards to allow expansion for future requirements.

FINANCIAL IMPACT

Does the recommendation have a financial impact? No

LEGAL IMPACT

Are there any legal documents required to be executed if this recommendation is approved? No

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? No

CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016

Is the recommendation applicable to the goals set forth in the Strategic Plan? Yes

POLICY IMPACT

Is the recommendation consistent with Commission Policy? Yes

Which Commission policy is applicable to this recommendation? BC Purchasing Policies

PERSONNEL IMPACT

Does the recommendation have personnel impact? No

IMPLEMENTATION

Is implementation for this item time sensitive? No

Department(s)/Individual(s) responsible for follow up activities and specific actions required: Wanda Gautney/Purchasing Manager - mail bids

ATTACHMENTS

1. WG17-06 Specifications.doc

APPROVALS

Budget

Personnel

Administration

Chairman and County Administrator

Brandy N. Volovecky 11/16/2016
2:19:43 PM

Chris Elliott 11/16/2016 5:25:44 PM

BID # WG17-06 SPECIFICATIONS**PROJECT SUMMARY**

The purpose of this Invitation to Bid (ITB) is to provide an Audio/Video System at the Baldwin County Emergency Management Agency located in Robertsedale, Alabama. This ITB will consist of the Base Bid Amount. The successful bidder will be responsible for delivering a turn-key solution that will consist of design, installation, equipment, labor, materials, training, and one year on site maintenance.

These specifications shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working system(s) shall be furnished. All equipment must be current models and versions.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer's, but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

If a "or equal" item is bid, it will be Bidders responsibility to prove that "or equal" item is in fact equal. Specifications listed highlight important features, but do not constitute full specifications used to determine "or equal" acceptance.

BID RESPONSE FORM:

Each supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

PERFORMANCE BOND

A performance bond in one-hundred percent (100%) of the total amount of the project will be provided prior to any work beginning. Proof of bonding ability for this project must be submitted with bid. **NO BID WILL BE ACCEPTED WITHOUT THE CERTIFICATION OF INSURANCE.**

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained. Such insurance has been approved by the County, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

COMPENSATION INSURANCE

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case an class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, it's Departments and its employees shall be named as additional insured.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its' Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$500,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

The contractor shall at all times indemnify and save harmless the County and it's Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and it's departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications. Or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractor to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

BACKGROUND

The Emergency Operations Center relies on a robust audio visual system to share information with key stakeholders who are coordinating response efforts to incidents within Baldwin County. Our current system consists of a dual camera system that projects on a high wall in the room. The system has multiple wired inputs to PCs throughout the space. With our current system, we are unable to maximize our display options which limit our ability to create a common operating picture. In addition, the current system is beginning to age and is showing signs of deterioration.

INTENT

It is the intent of these specifications, terms and conditions to describe audiovisual upgrades necessary to enhance the quality and performance of the audio and visual equipment that are part

of the Baldwin County Emergency Management Agency. The AV Contractor is responsible for supervision and technical labor, material, equipment, and all appurtenances necessary to provide a complete and operational audiovisual system including but not limited to the following systems; video display and routing systems, IP television distribution, audio systems and equipment, collaboration software and remote control system, to meet the requirements of the EMA.

SCOPE

The Baldwin County Emergency Management Agency provides facilities and training services for the County's employees, departments, as well as community members, and organizations. Services include meeting rooms, and conference support. Some rooms feature an integrated audiovisual system used for classes, meetings, and presentations.

The Baldwin County EMA has rooms of varying sizes, each with a different audio and visual technology configuration. The original analog system was installed approximately 20 years ago, and is mostly beyond end-of-life; the projectors were updated prior to 2007.

This project includes modernizing and integrating new technology systems in the Emergency Operations Center (EOC) and training rooms within the Baldwin County EMA facility. The project also includes the renovation of the audiovisual systems and removal of existing audiovisual equipment, the installation of new equipment and cabling, programming of control systems, configuration and programming of digital signal processing systems, testing and recalibration of the installed systems, and maintenance and support of the updated systems.

All functionality of the existing system shall be maintained, whether explicitly stated in this document or not. The vendor will supply and install a turnkey audiovisual system to include all equipment and materials, whether specifically mentioned herein or not, to ensure a complete and operating system that provides audio and video quality. The project encompasses installation and upgrade of audio/visual systems in three rooms in the EMA facility.

System Requirements:

The system shall be fully integrated and include the following:

- ✓ All labor associated with design, planning, project management, installation, onsite-training, etc. to complete the installation.

- Qty: 1 – AVC # Custom System (or Equal) 4 x 2 Full resolution LCD Flat Panel Video Wall Display System w/ 2-Additional LCD Displays, Control System, Encoding, 48 Port Managed Switch. To Include (but not limited to):
- Qty: 8 – Christie #135-004105-01 (or Equal) FHD552-X, 55" Full HD, 3.5mm combined bezel, 500 nits LED LCD Display
- Qty: 8 – Christie # 007-000038-01 (or Equal) 3-year On-Site Repair & 24/7 Technical Support, include Technician Repair or replace at no additional charge
- Qty: 8 - PLS #DS-VW765-LQR (or Equal) Full Service Landscape LCD Video Wall Mount, front access
- Qty: 6 – PLS #DS-VWS040 (or Equal) LCD Spacer Kit, 55" Landscape
- Qty: 1 – Sharp #LC80LE66IU (or Equal) 80" Class (80" diagonal) Commercial LED Smart TV – Brilliant High Definition (1920 x 1080) resolution with 300 cd/m2 Brightness and 5,000:1 Contrast Ratio. Built-in USB Media Player, Digital Tuner, and 10W per Channel Stereo Audio System. 3-Year Onsite Limited Warranty
- Qty: 1 - Sharp #LC-70LE661U (or Equal) 70" Class (70" diagonal) Commercial LED Smart TV –

- Brilliant High Definition (1920 x 1080) resolution with 300 cd/m2 Brightness and 5,000:1 Contrast Ratio. Built-in USB Media Player, Digital Tuner, and 10W per Channel Stereo Audio System. 3-Year Onsite Limited Warranty
- Qty: 2 - Premier #P4263F (or Equal) Fixed Wall Mount
- Qty: 9 - Extron #60-1272-12 (or Equal) DTP DVI 4K 230 TX, Shielded Cat6 Transmitter (Displays)
- Qty: 9 - Extron #60-1272-13 (or Equal) DTP DVI 4K 230 RX, Shielded Cat6 Receiver (Displays)
- Qty: 2 - Extron #60-1022-01 (or Equal) PS 124, 12 VDC, 4.0 Amp Power Supply
- Qty: 5 - Extron #60-604-11 (or Equal) RSB 126, 1U 6" Deep Basic Rack Shelf, Gray
- Qty: 9 - Extron #26-662-02 (or Equal) DVID SL Ultra/1.5, DVI D-D Cable, 1.5'
- Qty: 9 - Extron #26-662-03 (or Equal) DVID SL Ultra/3, DVI D-D Cable 3'
- Qty: 8 - Extron #26-702-75 (or Equal) XTP DTP 24/75, Precision-terminated Shielded Twisted Pair Cable
- Qty: 1 - Extron #26-702-100 (or Equal) XTP DTP 24/100, Precision-terminated Shielded Twisted Pair Cable
- Qty: 6 - Christie #120-059105-01 (or Equal) Phoenix Node with:
- Two DL-DVI outputs up to 2560x1600 resolution each
 - Supports display rotation (portrait or landscape)
 - Supports bezel compensation
 - Support display overlap for blended applications (external blending)
 - 12x 1080p30 H.264 streams decoded per Phoenix node in freely scalable windows
 - Two DVI inputs up to 1080p resolution
 - Support for HDCP
 - Encodes to high quality H.264 video streams
 - Two 3.5mm mini stereo analog audio inputs
 - Two mini-USB connectors (for soft KVM support)
 - Two Gigabit Ethernet RJ45 ports
 - Support for IPv4, IPv6
 - Includes rack mount ears
- Requires Gigabit Ethernet with IGMPv2 or higher and PIM support to operate**
- Qty: 1 - Christie #120-123107-01 (or Equal) Phoenix SW 6-15 (Software License for Above)
- Qty: 1 - CISCO #WS-C3850-48T-L (or Equal) Includes Option: Cisco CON-SNT-WSC388TL, 24/7 Service and support
- Qty: 1 - AVC #CCPC (or Equal) Control Client Operations Software PC & Monitor
- Lot AVC #SC6NET (or Equal) Shielded Cat6 Interconnection Cabling
- Qty: 1 - AVC #Control System (or Equal) AV# Control Processor
- Cage3 Expansion cage
 - 2-C3COM-3 Control Card
 - V12 Tilt-B 12" Color Control Touch Panel
 - DGE-1, Digital Graphic Engine
 - 2 ea. Extron #26702-75 (or Equal) XTP DTP 24/75, Precision terminated Shielded Twisted Pair Cable
- Qty: 1 - Barco #R9861008NA (or Equal) CSC ClickShare 4 Channel with 4-Buttons and Tray
- Qty: 1 - Barco # R9861006R01 (or Equal) CSC Rack Mount Kit
- Qty: 2 - Extron #26-681-06 (or Equal) DP-DVID/6, DP to DVI-D SL, Active, 6'
- Qty: 2 - Extron #60-1272-12 (or Equal) DTP DVI 4K 230 TR, Shielded Cat6 Transmitter
- Qty: 4 - Extron #60-1366-13 (or Equal) DTP-T-UWP-232D, HD15, Audio & HDMI Digital Input TX, Double Gang, Blk., POE - No LAN Connection
- Transmits HDMI or analog video, audio, and bidirectional RS-232 and IR up to 230 feet (100 m) over a shielded CAT6 cable
- Qty: 6 - Extron #60-1272-13 (or Equal) DTP DVI 4K 230 Rx, Shielded Cat6 Receiver (Displays)
- Qty: 1 - Extron #60-1022-01 (or Equal) PS 124, 12 VDC, 4.0 Amp Power Supply
- Qty: 1 - Extron #60-604-11 (or Equal) RSB 126, 1U 6" Deep Basic Rack Shelf, Gray
- Qty: 5 - Extron #26-662-02 (or Equal) DVID SL Ultra/1.5, DVI D-D Cable, 1.5'
- Qty: 3 - Extron #26-662-06 (or Equal) DVID SL Ultra/6, DVI D-D Cable 6'
- Qty: 2 - Extron #26-614-03 (or Equal) HDMI DVI-D/12, HDMI-DVI Cable 12'
- Qty: 3 - Extron #26-702-75 (or Equal) XTP DTP 24/75, Precision-terminated Shielded Twisted Pair Cable

Qty: 3 - Extron #26-702-100 (or Equal) XTP DTP 24/100, Precision-terminated Shielded Twisted Pair Cable
 Qty: 4 - Extron #26-663-06 (or Equal) HDMI/Ultra/6, Flexible High Speed HDMI Cable
 Qty: 4 - Extron #26-566-02 (or Equal) MVGA-A M-M/6, Male to Male 15-pin HD Micro HR with Audio Cable
 Qty: 10 - Extron #26-571-03 (or Equal) 3.5 mm Male to Male Stereo Audio Cable
 Qty: 4 - Extron #26-571-06 (or Equal) 3.5 mm Male to Male Stereo Audio Cable
 Qty: 1 - MA #VRK-44-31H (or Equal) VRK Vertical Rack, 44-RU, w/Vented Locking Rear Door
 Lot MA #VLB (or Equal) Vertical Lacing Bars
 Set MA #SPN-44-312 (or Equal) Side Panels, Set of 4
 Qty: 1 - MA #LVFD44 (or Equal) Locking Vented Front Door
 Qty: 4 - MA #PDT-615C (or Equal) Vertical Surge Power Strip
 Qty: 1 - MA #EB1-CP-12 (or Equal) Blank Panels
 Qty: 1 - MA #HP-500 (or Equal) Rack Screws

Vendor Requirements:

- ✓ Successful bidder shall design an integrated system that meets the minimum requirements specified.
- ✓ Successful bidder shall have a factory trained and certified programmer on staff to program and service the integrated system as required by the customer.
- ✓ The successful bidder must be an authorized dealer/reseller for all items used.
- ✓ Bidder must include Authorized Service Dealer (ASD) certificate with bid response.
- ✓ The successful bidder shall provide complete and accurate wiring diagrams and schematics upon the completion of the project.
- ✓ Price shall include all labor (design, installation, programming, and training), miscellaneous parts, tools, freight, etc.
- ✓ The quality of installation must meet with the satisfaction of County Staff.
- ✓ Successful bidder must include with the ITB a minimum of two examples, with references, of similar projects that have been satisfactorily completed in the last two years.

The specifications contained here in shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working system(s) shall be furnished. The equipment to be purchased must be compatible and integrate seamlessly. All equipment must be current models and versions.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer's, but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

If a "or equal" item is bid, it will be Bidders responsibility to prove that "or equal" item is in fact equal. Specifications listed highlight important features, but do not constitute full specifications used to determine "or equal" acceptance.

WARRANTY / MAINTENANCE

The successful bidder will be required to furnish one year of onsite Warranty/Maintenance to include materials and labor for all items and work performed under this Bid. Response time must be a minimum of next business day service.

DOCUMENTATION

After installation the successful bidder will be required to furnish all documentation, manuals, and other printed matter relating to the operation and maintenance of the equipment. Additionally, they will be required to furnish a schematic of the system and components as installed.

TRAINING

After installation the successful bidder will be required to furnish a training class for County Staff on all user aspects of the system installed.

DELIVERY/ SHIPPING COST

The successful bidder will be responsible for ordering, shipping, delivery, and receiving of all equipment and materials to the project site. The price bid shall include all shipping costs.

INTENT TO AWARD TO ONE BIDDER

It is the County's intent to award the bid to one Bidder.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

TIME OF COMPLETION

This entire project must be completed within forty-five (45) days of notification to proceed.

BID # WG17-06 RESPONSE FORM

Audio/Video System at EMA

Date: _____

Out of State ☐ Yes or ☐ No If yes, _____
Registration Number

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself ☐ Yes or ☒ No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

Financing Agency Authorized Signature

Brochures showing the equipment offered, Authorized Service Dealer (ASD) certificate and two examples with references of similar projects that have been satisfactorily completed in the last two years, shall be attached to this Response Form.

Audio/Video System

Amount Bid: \$ _____

Completion Time: _____

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and _____, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas,

Whereas,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER: _____
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of

Art. I, Section 22 of the Alabama Constitution.

- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and

conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:
- PROVIDER:
- COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507
- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of **“Competitive Bid #WG17-06”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG17-03 – Purchase and Installation of Audio/Video System at the Baldwin County Emergency Management Agency located in Robertsdale, Alabama”.

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving ten (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid \$ _____. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon

either the expiration of not more than **forty-five (45) days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

- XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

- XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

- XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

- XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County

Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

T. CHRISTOPHER ELLIOTT / Date
Chairman

RONALD J. CINK/ Date
County Administrator/Budget Director

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, T. Christopher Elliott, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of _____, 2016.

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Providers Name

_____/_____
By _____/Date
Its _____

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County and State, hereby certify that _____ as _____ of _____, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said _____.

GIVEN under my hand and seal on this the _____ day of _____, 2016.

Notary Public
My Commission Expires

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney
ITEM TITLE	
Competitive Bid #WG17-07 - Provision of Rental Equipment for the Baldwin County Commission	
STAFF RECOMMENDATION	
<p>Take the following actions:</p> <p>1) Approve the specifications and authorize the Purchasing Manager to place a competitive bid for the Provision of Rental Equipment; and</p> <p>2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Manager to place a competitive bid for the Provision of Rental Equipment for the Baldwin County Commission.	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No

CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BC Purchasing Policies
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Wanda Gautney/Purchasing Manager - mail bids
ATTACHMENTS	
1. WG17-07 Specifications.pdf	
APPROVALS	
Budget	
Personnel	
Administration	Brandy N. Volovecky 11/16/2016 2:45:23 PM
Chairman and County Administrator	Chris Elliott 11/16/2016 5:28:42 PM

BID #WG17-07 SPECIFICATIONS

These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

Bidder shall give a daily, weekly and monthly rental rate as indicated on the Bid Response Form. The rate shall include all applicable charges, to include but not limited to delivery, maintenance, etc., however, equipment will be covered under Baldwin County's Insurance while in the County's possession. There shall be no overtime charges.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer's, but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

The bid price will be firm for one (1) calendar year period, to begin on the day of the bid award.

Equipment offered can be new or used, but it must be in good operating condition and have a maximum of 3000 operating hours unless otherwise approved by Baldwin County. Equipment shall meet all state and federal safety regulations.

In the event of breakdown the equipment must be repaired or replaced immediately. If the equipment cannot be repaired within an eight (8) hour period then the Supplier will replace the equipment. All maintenance of equipment and equipment repairs (i.e. hoses, bucket teeth, blades, routine servicing, etc.) shall be included as subsidiary items in bid price. Repair damages caused by negligence or equipment misuse will be addressed individually with supplier on a case by case basis.

Baldwin County will terminate rental with one (1) day written notice to supplier. If the rental is terminated during the month then the rate will be prorated by the day or week. **NOTE:** Month is designated as thirty (30) days. Rental paperwork must be presented to the Purchasing Officer the same day as delivery of the unit.

AWARD

In the event the awarded bidder is not open for business or cannot provide the equipment needed then the secondary awarded bidder will become the prime supplier of the equipment for the day.

DELIVERY

Delivery or pickup shall be as soon as possible but not more than twenty-four (24) hours after receipt of order. Delivery will be to the following locations: Bay Minette Highway Barn, Silverhill Highway Barn, Foley Highway Barn, Bay Minette Transfer Station, MacBride Inert Landfill-Loxley, Magnolia Landfill, Bay Minette Building Maintenance Shop, Baldwin County Corrections Center.

LIST OF EQUIPMENT**Pumps**

6 in. Diesel Powered Hydraulic Pump with 100 ft. suction hose and 200 ft. discharge hose

2 in. Electric Submerge Pump with 200 ft. hose

Mud Pump - Portable with wheels & handle, (wheeled transport dolly)

Handle liquids with solids up to 3/8" diameter

Minimum of 3.5 HP

Complete with all strainers, hoses, etc.

Grinders

12 ft. Wood Grinder with **Operator**-Powered by Diesel, Minimum Reach of 27' w/capabilities of lifting 5000 lbs.

Tub Grinder - List various sizes available w/price

Chipper

Bandit Model 1890 Wood Chipper or equivalent

Burner

Curtain Burner/30 foot

Generator

3500 Watt Honda Generator or equivalent

Light

Diesel Powered Light Plants w/four 1000 watt Metal Halide Flood Lights

Air Compressor

285 CFM Diesel Powered Air Compressor with 100 ft. of 1 in. air hoses or equivalent

Welding Machine

Gas Powered Portable Welding Machine - Medium Duty

Lifts

40 ft. Towable Bucket Lift

Toyota Model 7FGU25 Forklift

Scissor Lift

Trenchers

Trencher - List various sizes available w/price

Boring Machines

Horizontal Directional Boring Machine - List various sizes available w/price

Trucks

Diesel Powered Knuckle Boom Truck-8'wide 18' Long 24 CU Yard with Barn Door Tailgate

Boom Rotation 280 Degree by Hydraulic Motor

Mack Tri-Axle 21 Yard Dump Truck or equivalent

Freightliner Single Axle 8 Yard Dump Truck or equivalent

Mack Tandem Axle 14 Yard Dump Truck or equivalent

Volvo A25D -25 ton 6x6 Articulated Off Road Truck or equal

Loaders

938K Rubber Tire Loader with 4 way bucket w/2.5 CU Yard Multipurpose Bucket or equivalent

Cat 966K FrontEnd Loader or equivalent

Caterpillar 963D Track Loader with multipurpose bucket or equal

Compact Track Loader Bobcat T870 with high capacity Hydraulic Pump used for our forestry cutter and asphalt grinder

Bobcat T870 attachments

Excavators

Cat 336E Excavator with Thumb and A/C or equivalent

Cat 329E Excavator with Thumb and A/C or equivalent

Cat 324E Excavator with Thumb and A/C or equivalent

Cat 318 Rubber Tire Excavator or equivalent

XL4100 Gradall or equivalent

Cat 329 Long Reach Excavator with A/C or equivalent with 60 ft. Reach

Ditch Cleaning Bucket for Excavator

CAT 349 Excavator

Motor Graders

Cat 12M3 Motor Grader or equivalent

Cat 12M3 Motor Grader with Front Blade or equivalent

Dozers

Cat D6K LGP Dozer with Straight Blade or equivalent

Cat D6K LGP Dozer with Tilt Blade or equivalent

Back Hoe

Cat 416E Back Hoe or equivalent

Compactors

4-6 Ton Steel Wheel Roller w/ compaction width of 66 in or equivalent

8-10 Ton Steel Wheel Roller w/ compaction width of 84 in or equivalent

9-12 Ton Rubber Tire Roller or equivalent

Cat CP44 Sheepfoot Roller or equivalent w/ blade

Cat CP74 Sheepfoot Roller or equivalent

One Ton Small Steel Wheel Roller

Tractors

114 HP Kubota Farm Type Tractor or equivalent with closed cab, 4WD, A/C, must be able to handle County owned 1000 rpm 15 ft. Batwing Mowers, new or maximum of 500 hours running time.

Skid Steer Loaders

Cat 262C Skid Steer Loader(Hi-Flo) 73 hp or equal

Cat 226B Skid Steer Loader 59 hp or equal

Skid Steer Loader Attachments

Auger 8" - 36" bits for Cat Skid Steer Loader or equal

Angle Broom for Cat Skid Steer Loader or equal

Cold Planner for Cat Skid Steer Loader or equal

Forks for Cat Skid Steer Loader or equal

Hydraulic Hammer for Cat Skid Steer Loader or equal

Tracks for Cat Skid Steer Loader or equal

Brush Cutter for Cat Skid Steer Loader or equal

Rotary Cutter for Cat Skid Steer Loader or equal

Screeners

Kolberg Model 271 Portable Screening Plant or equal; Sand & gravel TPH - up to 350, Soil TPH - up to 250, Hopper capacity - 9 cu. yd., Belt feeder - 36" x 11'6", Feed conveyor - 30" x 40", Standard screen size - 4'x8', 2-decks, Optional screen size - 4'x10', 2-decks, Optional

Screen size II - 4'x8', 3-decks, power - 80 hp - as small as 1/2" stone

Milling Machine

Milling Machine (Wirtgen 2000 or equivalent) with operators

Minimum 6.5 ft. Milling width

Asphalt Pavers

Mauldin 1750-C Asphalt Spreader or equal

Cat AP600D Asphalt Spreader or equal

Cat AP1000D Asphalt Spreader or equal

Garbage Trucks

25 Cubic Yard Rear Loader Garbage Truck

13 Cubic Yard Rear Loader Garbage Truck

Mobilization to and from County custody is to be included in rental price.
County will move equipment between project sites.

BID #WG17-07 RESPONSE FORM

Rental Equipment

1 of 11

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or _____
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response form.

Financing Agency Authorized Signature

Brochures showing the equipment offered should be attached to this Response Form or a Description of equipment should be attached.

BID #WG17-07 RESPONSE FORM

Rental Equipment

2 of 11

Pumps**6 in. Diesel Powered Hydraulic Pump with 100 ft. suction hose and 200 ft. discharge hose**PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

2 in. Electric Submerge Pump with 200 ft. hosePICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Mud PumpPICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Grinders**12 ft. Wood Grinder with Operator-Powered by Diesel, Minimum Reach of 27' w/Capabilities of lifting 5000 lbs.**PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Tub Grinder -List various sizes available w/pricePICKED-UP

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Chipper**Bandit Model 1890 Wood Chipper or equal**PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

BID #WG17-07 RESPONSE FORM

Rental Equipment

3 of 11

Curtain Burner**Curtain Burner 30 foot****PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Generator**3500 Watt Honda Generator or equal****PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Light**Diesel Powered Light Plants w/four 1000 watt Metal Halide Flood Lights****PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Air Compressor**285 CFM Diesel Powered Air Compressor with 100 ft. of 1 in. air hoses or equal****PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Welding Machine**Gas Powered Portable Welding Machine - Medium Duty****PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Lifts**40 ft. Towable Bucket Lift****PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

BID #WG17-07 RESPONSE FORM

Rental Equipment

4 of 11

Toyota Model 7FGU25 Forklift or equal**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Scissor Lift**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Trenchers**Trencher - List various sizes available w/price****PICKED-UP**

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Boring Machines**Horizontal Directional Boring Machine - List various sizes available w/price****PICKED-UP**

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

BID #WG17-07 RESPONSE FORM

Rental Equipment

5 of 11

Trucks**Diesel Powered Knuckle Boom Truck-8' Long 24 CU Yard with Barn Door Tailgate
Boom Rotation 280 Degree by Hydraulic Motor****PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Mack Tri-Axle 21 Yard Dump Truck or equal**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Freightliner Single Axle 8 Yard Dump Truck or equal**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Mack Tandem Axle 14 Yard Dump Truck or equal**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Volvo A25D -25 ton 6x6 Articulated Off Road Truck or equal**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Loaders**938K Rubber Tire Loader with 4 way Bucket w/2.5 cu. yd. multipurpose Bucket or equal****PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat 966K Front End Loader or equal**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

BID #WG17-07 RESPONSE FORM

Rental Equipment

6 of 11

Caterpillar 963D Track Loader with multipurpose bucket or equalPICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Bobcat T870 Track Loader w/high capacity Hydraulic Pump with attachments or equalPICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Excavators**Cat 336E Excavator with Thumb and A/C or equal**PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat 329E Excavator with Thumb and A/C or equalPICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat 324E Excavator with Thumb and A/C or equalPICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat 318 Rubber Tire Excavator or equalPICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

XL4100 Gradall or equalPICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

BID #WG17-07 RESPONSE FORM

Rental Equipment

7 of 11

Cat 329 Long Reach Excavator with A/C or equal, 60 ft. reachPICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Caterpillar 349 Excavator Loader with multipurpose bucket or equalPICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Ditch Cleaning Bucket (for Excavator)PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Motor Graders**Cat 12M Motor Grader or equal**PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat 12M Motor Grader with Front Blade or equalPICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Dozers**Cat D6K LGP Dozer with Straight Blade or equal**PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat D6K LGP Dozer with Tilt Blade or equalPICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

BID #WG17-07 RESPONSE FORM

Rental Equipment

8 of 11

Back Hoe**Cat 416E Back Hoe or equal****PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat 623H - 18 to 23 cu. yd. capacity or equal**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Pull behind Tractor Scraper – 6 cu. yd. capacity or equal**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Compactors**4-6 Ton Steel Wheel Roller w/compaction width of 66 in. or equal****PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

8-10 Ton Steel Wheel Roller w/compaction width of 84 in. or equal**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

9-12 Ton Rubber Tire Roller**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

BID #WG17-07 RESPONSE FORM

Rental Equipment

9 of 11

Cat CP 44 Sheepfoot Roller w/blade or equal**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat CP 74 Sheepfoot Roller or equal**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

One Ton Small Steel Wheel Roller**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Tractors**114 HP Kubota Farm Type Tractor or equivalent****PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

4 Wheel Drive Boom Mower w/Tractor-w/6ft. Mower Deck-23 ft. boom reach**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Skid Steer Loaders**Cat 262C Skid Steer Loader (Hi-Flo) 73 hp or equal****PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat 226B Skid Steer Loader 59 hp or equal**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

BID #WG17-07 RESPONSE FORM

Rental Equipment

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Skid Steer Loader Attachments**Auger 8" - 36" bits for Skid Steer Loader****PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Angle Broom for Skid Steer Loader**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cold Planner for Skid Steer Loader**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Forks for Skid Steer Loader**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Hydraulic Hammer for Skid Steer Loader**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Tracks for Skid Steer Loader**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Brush Cutter for Skid Steer Loader**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Rotary Cutter for Skid Steer Loader**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

BID #WG17-07 RESPONSE FORM

Rental Equipment

11 of 11

Screener**Portable Screening Plant (Model 271 or equal)****PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Milling Machine**Milling Machine (Wirtgen 2000 or equivalent) with operators****PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Asphalt Pavers**Mauldin 1750-C Asphalt Spreader or equal****PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat AP600D Asphalt Spreader or equal**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat AP1000D Asphalt Spreader or equal**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Garbage Trucks**25 Cubic Yard Rear Loader Garbage Truck****PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

13 Cubic Yard Rear Loader Garbage Truck**PICKED-UP**

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney/Junius Long, Facilities Coordinator
ITEM TITLE	
Purchase and Installation of HVAC Chiller Coil and Controls at the Baldwin County Courthouse Located in Bay Minette, Alabama for the Baldwin County Commission	
STAFF RECOMMENDATION	
Approve and authorize the Chairman to execute the agreement with Trane U.S. Inc., d/b/a Trane, in the amount \$39,897.00 for the purchase and installation of HVAC Chiller Coil and Controls at the Baldwin County Courthouse located in Bay Minette, Alabama, off the US Communities Joint Purchasing Contract. (Contract effective upon full execution for 60 days.)	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
<p>The Commission during the FY17 budget approved the replacement of the Air Conditioning System at the Courthouse located in Bay Minette, Alabama. Building Maintenance researched and found that replacing the existing 15 ton A/C unit with a 3-way valve, chiller coil and controls system which will tie into the existing chiller would be more energy efficient. The Chiller Coil and Controls will be purchased off the US Communities Joint Purchasing Contract. The Alabama Department of Public Accounts has stated in a letter to all public entities that based on their review of the competitive bidding process used by US Communities that all Alabama entities may use the US Communities contracts as long as we verify whether or not the goods are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchasing program. The Purchasing Manager has verified that the HVAC Chiller Coil is not available on the State of Alabama contract. The proposal includes a twelve (12) month warranty.</p>	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	\$39,897.00

Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	51555.5524.109001
Balance remaining in the line item after recommended expenditure:	\$103.00
Does the recommendation create a need for continued funding which is not included in the current budget?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	Yes
Does this documentation require County Attorney's review and approval?	Yes
Has the documentation been reviewed and approved by the County Attorney?	Yes
Is this routine documentation reviewed and approved by Department Head?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BC Purchasing Policies
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Wanda Gautney/Purchasing Manager - letter to vendor
ATTACHMENTS	
1. Trane Agreement.pdf	
APPROVALS	
Budget	Christie Davis 11/15/2016 9:52:23 AM
Personnel	
Administration	Brandy N. Volovecky 11/16/2016

	1:24:11 PM
Chairman and County Administrator	Chris Elliott 11/16/2016 4:49:13 PM



Trane Turnkey Proposal



Turnkey Proposal For:

Baldwin County Commission
312 Courthouse Square
Bay Minette, AL 36507 U.S.A.

Local Trane Office:

Trane U.S. Inc. dba Trane
124 East I-65 Service Road N
Mobile, AL 36607

Local Trane Representative:

Justin Moore, C.E.M.
Account Manager
Cell: (850) 449-6165

Quote Number: 18-399231-16-001

Co-op Contract Number: USC 15-JLP-023

Date: November 4, 2016





TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to help Baldwin County Commission reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Baldwin County Commission to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits Baldwin County Commission should expect from this project are highlighted below.

- Tight Humidity and Temperature Controls
- Reduced Energy consumption
 - 1.45 kW/ton to .6 kW/ton
 - 50% energy savings
- New air-flow control with VFD
- New chilled water coil with stainless steel casing
- Sealed drain pan with coating

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$39,897.00. This investment will provide Baldwin County Commission with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Baldwin County Commission for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Justin Moore, C.E.M. & Brad McCullough
Trane Building Advantage Team
Energy Services & Contracting
Trane U.S. Inc. dba Trane



Prepared For:
Baldwin County Commission

Date:
November 4, 2016

Job Name:
Baldwin Co. Courthouse Coil & Controls

Proposal Number:
18-399231-16-001

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

State Contractor License Number: HVAC #13051

Proposal Expiration Date:
30 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Baldwin County and based on the site surveys performed on 10/5/2016.

Turnkey Installation of HVAC Equipment:

- New Chilled water coil with nominal Btu/h of 398,000
- New chilled water circulation pump with starter
- New UC400 controller with RIBS
- New TR200 VFD for motor control
- New sensors for chilled water valve controls
- New chilled water three-way valve

Mechanical Installation:

- Removal of DX units
 - Pump down units and turn-over to county for recovery and scrap metal
- Tap existing chilled water lines with valve and flange kits.
- Remove DX coil from unit and allow county to scrap for cost offset.
- Clean and coat drain pan in existing unit and prepare for new coil.
- Provide new chilled water coil with stainless casings.
- Install new drain line from coil to floor drain.
- Route new PVC supply and return chilled water lines, sized per Trane engineer, for proper flow from the existing system to the new cooling coil.
 - Insulation with PVC jacketing
 - Support stands
 - Isolation valves
- Provide new Belimo 3-way chilled water control valve with bypass
- Flush and purge air from new coil and piping.
- Test mechanical system for leaks and flow.
- Provide test and balance of new coil for flow performance.

**Electrical Installation:**

- Customer will disconnect and remove power from condensing units.
- Customer will identify and label circuit breaker for fan motor on AHU.
- Customer will provided new breaker (if needed) for new VFD-to-fan motor configuration
- Trane assumes all existing paneling, breakers, wire, and conduit are in good condition and will meet the project requirements. Any changes will need to be resolved by the county or can be priced as a "change order" through the contract.
- Trane will provide 120v circuit with starter for new circulation pump
- Trane will provide wiring from VFD to fan motor on AHU #5
- Trane will provide all control hardware, wiring, conduit, and sensors
 - Supply and Return air sensors
 - Outside air temperature sensor
 - Communication wire from the VFD to the UC400
- Trane will provide power for the new controller.

Turnkey systems services not included:

- Entire hydronic system test and balance.
- Chiller repairs.
- Pump repairs.
- Mechanical deficiencies in any existing mechanical systems.
- Any fencing or finishes.

Proposal Notes/ Clarifications:

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency, therefore, any work not detailed above will be charged as contract modification or "change order" upon request of the customer.
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer

Other systems provided, installed, wired and/ or powered by others (unless otherwise noted)

- Fire Protection
- Painting
- Landscaping
- Fencing



Pricing and Acceptance

Baldwin County
Facilities Department
Baldwin County Commission
175 Courthouse Square
Bay Minette, AL 36507 U.S.A.

Price

Total Net Price (Including appropriate Sales and/or Use Tax, if required by law).....\$39,897.00

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Justin Moore, C.E.M. & Brad McCullough
Trane Building Advantage Team
Energy Services - Turnkey
Trane U.S. Inc. dba Trane
(850) 449-6165



ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Justin Moore	Cell: (850) 449-6165 Proposal Date: November 4, 2016
CUSTOMER ACCEPTANCE Baldwin County Commission	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane
Authorized Representative	Authorized Representative <i>Justin A. Moore</i>
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number: HVAC #13051

**TERMS AND CONDITIONS – COMMERCIAL INSTALLATION**

“Company” shall mean Trane U.S. Inc. dba Trane.

All Items in Red are to be initialed as “excluded” from T&Cs by Trane per Baldwin County

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. **If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions.** This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. **Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.**

5. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

8. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

9. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.



12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts thereof) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability \$2,000,000 per occurrence



Automobile Liability \$2,000,000 CSL
Workers Compensation Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. *Any action or suit arising out of or related to this Agreement shall be commenced within one year after the cause of action has accrued.*

To the extent the Work site is owned and/or operated by an agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns, (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0315)
Supersedes 1-26.251-10(0614)

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney/Cal Markert/Frank Lundy/Kevin Carroll
ITEM TITLE	
Sale of One (1) Surplus Vehicle for the Baldwin County Commission	
STAFF RECOMMENDATION	
Approve the sale of one (1) surplus 2003 Ford F450XL Super Duty Diesel Truck VIN #1FDXF46P63EC65498 to North Baldwin Utilities in the amount of \$5,000.00 from Area 100 Highway Maintenance Facility.	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
Area 100 Highway Maintenance Facility has a surplus truck in their inventory. North Baldwin Utilities has submitted a request to purchase the truck from the County. The vehicle is a 2003 Ford F450XL Super Duty Diesel Truck with approximately 135,281 miles, VIN #1FDXF46P63EC65498. Internet research lists a comparable value between \$3,000.00 and \$9,000.00. J. M. Wood Auctions valued the truck between \$6,000.00 and \$8,000.00. Staff feels that the fair market value of the truck would be \$5,000.00. Recommend the Commission approve the sale of the 2003 Ford F450XL Super Duty Diesel Truck VIN #1FDXF46P63EC65498 to North Baldwin Utilities in the amount of \$5,000.00.	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	\$5,000.00 revenue to County
Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	Highway Budget
Balance remaining in the line item after recommended expenditure:	-0-

Does the recommendation create a need for continued funding which is not included in the current budget?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BC Purchasing Policies/Fixed Asset Policies
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Wanda Gautney/Purchasing Manager - letter to NBU
ATTACHMENTS	
1. Fixed Asset Form.pdf	
APPROVALS	
Budget	Christie Davis 11/15/2016 11:11:13 AM
Personnel	
Administration	Brandy N. Volovecky 11/16/2016 1:53:25 PM
Chairman and County Administrator	Chris Elliott 11/16/2016 5:25:12 PM

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 11-9-16Fixed Asset: 0007192 Year: 2003Model: Ford F450 XL Super Duty TruckS/N: 1FDXP46P63E665498Tag #: 23639 COMileage: 135,281Value: \$5,000.00

Subject to Commission approval, the fixed asset above of the

Highway (Area 100) Department will be:

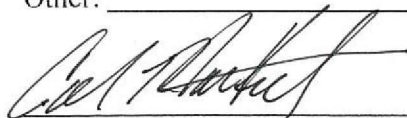
Transferred to: _____

Sold to: North Baldwin Utilities

Stored at/for: _____

Scrapped because: _____

Other: _____

 11/10/16Department Head relinquishing
Fixed asset itemDepartment Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date Approved

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney/Junius Long/Felisha Anderson
ITEM TITLE	
Relocation of the Little Red School House to Bicentennial Park	
STAFF RECOMMENDATION	
Award the quote to the lowest bidder, Ducky Johnson House Movers, Inc., in the amount of \$19,500.00 , for moving the Little Red School House from the Baldwin County Board of Education property on Highway 59, Bay Minette, Alabama to the Bicentennial Park and authorize the Chairman to execute the Public Works Contract and the Certificate of Compliance.	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
Quote was solicited for the moving and relocating the Little Red School House located at the Board of Education on Highway 59 in Bay Minette to the Bicentennial Park located on Highway 225. A quote was received from Ducky Johnson House Movers, Inc., in the amount of \$19,500.00. The Building Maintenance Department will coordinate with the Sheriff's Department for a police escort as in the attached email from the Sheriff's Office and coordinate disconnect/reconnect of utilities to the building. Recommend the Commission award the quote to Ducky Johnson House Movers, Inc., and authorize the Chairman to execute the Public Works Contract and Certificate of Compliance. This was budgeted during the FY17 budget.	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	\$19,500.00
Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	51906.5150

Balance remaining in the line item after recommended expenditure:	\$5962.00
Does the recommendation create a need for continued funding which is not included in the current budget?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	Yes
Does this documentation require County Attorney's review and approval?	No
Is this routine documentation reviewed and approved by Department Head?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BC Purchasing Policies
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Wanda Gautney/Purchasing Manager - letter to vendor
ATTACHMENTS	
1. Quote from Ducky Johnson House Movers.pdf 2. Contract.pdf 3. Certificate of Compliance.doc 4. Sheriffs Dept. Email .pdf	
APPROVALS	
Budget	Christie Davis 11/15/2016 11:09:54 AM
Personnel	
Administration	Brandy N. Volovecky 11/16/2016 1:38:21 PM

Chairman and County Administrator	Chris Elliott 11/16/2016 5:23:51 PM

Ducky Johnson House Movers Inc.

P.O. Box 107 Grand Ridge Florida 32442

(888)Home Lift Fax: (850)592-6040

djhousemovers@gmail.com

COST PROPOSAL

Following is a Cost Proposal from Ducky Johnson House Movers, Inc., hereinafter known Contractor to Junius Long hereinafter known as Owner, for the relocation of the "Little Red School House" from the Board of Education Building on Hwy 59, Bay Minette, Alabama to the Bi-Centennial Park, Baldwin County, Alabama.

Contractor will relocate structure, install a new pier type foundation 3 to 4 block high on poured footers 10"x24"x24", strapped at every pier with RS150 16 gauge galvanized hurricane straps.

Owner is to provide a cleared right of way at both sites and provide Two Baldwin County Sheriff's deputy escorts on the day of relocation.

Contractor is not responsible for the following: Any repair or finish work to structure, plumbing, electrical, air-conditioning, steps, ramps, porches, sidewalks, cleaning up of lot, and landscaping.

Cost of relocation and foundation =\$19,500.00

DATED this 16th day of November 2015.

Charles Johnson
Ducky Johnson House Movers, Inc.

State of Alabama)
County of Baldwin)

CONTRACT FOR PUBLIC WORKS SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and **Ducky Johnson House Movers, Inc.**, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, the Baldwin County Commission staff obtained a quote for moving the Little Red School House from the Baldwin County Board of Education located on Highway 59, Bay Minette, Alabama to the Bicentennial Park; and

Whereas, PROVIDER presented the quote to the COUNTY.
Therefore, COUNTY wishes to retain PROVIDER, and PROVIDER wishes to provide those services hereinafter set out under the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

I. Definitions. The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER: Ducky Johnson House Movers, Inc.

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those public works services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

III. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the

PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Ducky House Movers, Inc.
P. O. Box 107
Grand Ridge, Florida 32442
ATTN: Charles Johnson

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of the “**Attachment A**,” the same being expressly incorporated herein by reference, and without limitation will encompass:

“Quote for moving the Little Red School House from the Baldwin County Board of Education Building located on Highway 59, Bay Minette, Alabama to the Bicentennial Park **described in Attachment A**”.

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as,

and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this Contract, with or without cause or reason, by giving ten (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be **\$19,500.00.** Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of no more than sixty (60) days after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any

costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. To the fullest extent allowed by law, Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

XXVI: Governing Law: This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such

insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

_____/_____
T. CHRISTOPHER ELLIOTT, Chairman /Date

_____/_____
Ronald J. Cink, /Date
County Administrator/Budget Director

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, T. Christopher Elliott, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/ Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2016.

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Name

By _____/Date
Its _____

State of Alabama)

County of Baldwin)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of Ducky House Movers, Inc., whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, he executed the same voluntarily on the day the same bears date for and as an act of said Ducky House Movers, Inc.

GIVEN under my hand and seal on this the _____ day of _____, 2016.

Notary Public
My Commission Expires

"ATTACHMENT A"

Ducky Johnson House Movers Inc.

P.O. Box 107 Grand Ridge Florida 32442

(888)Home Lift Fax: (850)592-6040

djhousemovers@gmail.com

COST PROPOSAL

Following is a Cost Proposal from Ducky Johnson House Movers, Inc., hereinafter known Contractor to Junius Long hereinafter known as Owner, for the relocation of the "Little Red School House" from the Board of Education Building on Hwy 59, Bay Minette, Alabama to the Bi-Centennial Park, Baldwin County, Alabama.

Contractor will relocate structure, install a new pier type foundation 3 to 4 block high on poured footers 10"x24"x24", strapped at every pier with RS150 16 gauge galvanized hurricane straps.

Owner is to provide a cleared right of way at both sites and provide Two Baldwin County Sheriff's deputy escorts on the day of relocation.

Contractor is not responsible for the following: Any repair or finish work to structure, plumbing, electrical, air-conditioning, steps, ramps, porches, sidewalks, cleaning up of lot, and landscaping.

Cost of relocation and foundation =\$19,500.00

DATED this 16th day of November 2015.

Charles Johnson
Ducky Johnson House Movers, Inc.

STATE OF ALABAMA

CERTIFICATE OF COMPLIANCE FOR PUBLIC
WORKS PROJECT

BALDWIN COUNTY

THE UNDERSIGNED hereby certifies that the following described final
Contract(s) and/or bond(s) to be awarded is let in compliance with Title 39, Code of
Alabama, 1975, and all other applicable provisions of law, to-wit:

**“Quotes for Moving the “Little Red School House” from its current
location to the Baldwin County Bicentennial Park located on Highway
225 for the Baldwin County Commission.”**

IN WITNESS WHEREOF, this Certification is executed this the ____ day of
_____, 2016.

BALDWIN COUNTY COMMISSION

By: _____
As Its Chairman

ATTEST:

By: _____
As Its County Administrator

From: [Charlie Jones](#)
To: [Wanda Gautney](#)
Subject: Re: Moving Little Red School House
Date: Thursday, November 10, 2016 9:02:24 AM

Yep. Let me know when you have a date and time.

Chief Deputy Charlie Jones
Baldwin County Sheriffs Office

On Nov 10, 2016, at 9:00 AM, Wanda Gautney <wgautney@baldwincountyal.gov> wrote:

Hey Charlie,

Can you donate a police escort for moving the Little Red School House from the Bay Minette Board of Education building on Hwy 59 to the Bicentennial Park on Hwy 225. We are working with a contractor to move the building and they are asking for the owner to provide two (2) Deputies to escort on the day of relocation.

Do not know the exact date of move yet probably about 3 to 4 weeks out.

Thank you,

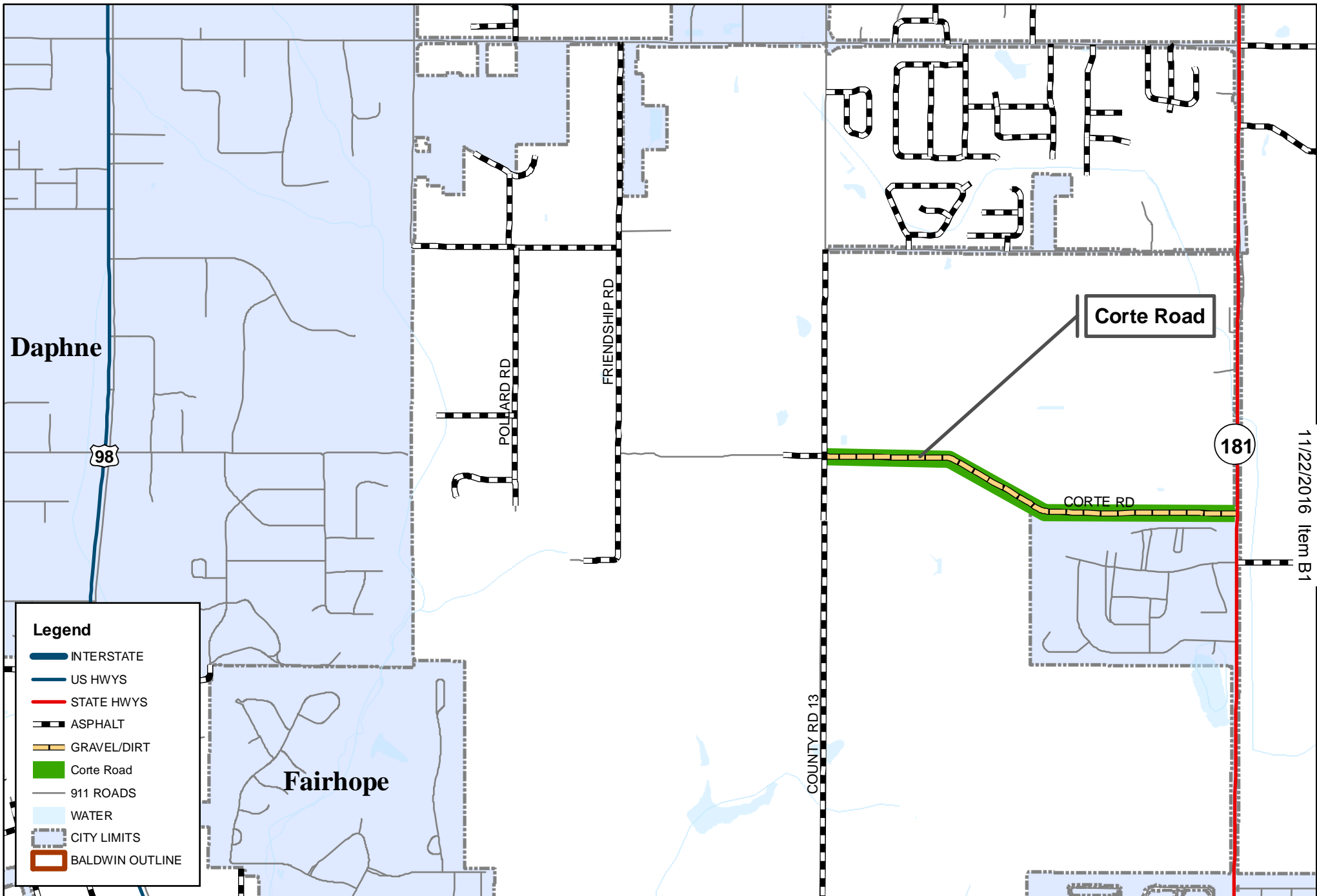
*Wanda Gautney, Purchasing Manager
Baldwin County Purchasing Department
Phone: (251) 580-2520
Fax: (251) 580-2536
Email: wgautney@baldwincountyal.gov*

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	HIGHWAY
Item Status:	New
Submitted By:	Audra Mize
From:	Cal Markert, P.E., County Engineer
ITEM TITLE	
Paving and Maintenance of Corte Road from County Road 13 to State Route 181	
STAFF RECOMMENDATION	
Discuss paving and future maintenance of Corte Road from County Road 13 to State Route 181.	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
Corte Road is a 1.04 mile long County maintained dirt road located between County Road 13 and State Route 181. Corte Road is the last remaining dirt road west of State Route 181.	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No

B1

IMPLEMENTATION	
Is implementation for this item time sensitive?	No
ATTACHMENTS	
1. Map - Corte Road.pdf	
APPROVALS	
Budget	
Personnel	
Administration	Anu Gary 11/16/2016 11:03:22 AM
Chairman and County Administrator	Chris Elliott 11/16/2016 4:18:29 PM



Baldwin County Highway Department - Corte Road



BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	HIGHWAY
Item Status:	New
Submitted By:	Mary Booth
From:	Cal Markert, P.E., County Engineer Matthew S. Brown, Design Engineer
ITEM TITLE	
Cliff's Landing Public Boat Ramp - Lease, Construction and Maintenance Agreement with State of Alabama Department of Conservation and Natural Resources (ADCNR)	
STAFF RECOMMENDATION	
Approve the Chairman to execute the Lease, Construction and Maintenance Agreement for Cliff's Landing Public Boat Ramp between the State of Alabama Department of Conservation and Natural Resources (ADCNR) and Baldwin County. <i>(The agreement shall be effective upon the date of full execution and shall remain in effect until June 30, 2042, unless otherwise terminated by either party in writing.)</i>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
<p>Baldwin County Commission entered into an agreement with the State of Alabama, Department of Conservation and Natural Resources (ADCNR) dated July 1, 1992 for the construction and operation of a public boat landing. Said agreement will expire on June 30, 2017. Baldwin County and the ADCNR are desirous of entering into another agreement for a term of twenty-five (25) years, commencing on July 1, 2017, and expiring on June 30, 2042, with an option by ADCNR to renew for an additional twenty-five (25) year period.</p> <p>Additionally, the ADCNR is proposing the construction of two new access piers. Said construction will commence upon full execution of this agreement and shall be completed on or before July 31, 2017. The total cost of the project shall not exceed \$65,000, of which the County will reimburse the ADCNR \$29,593.00 upon completion and a satisfactory final inspection and invoice from the ADCNR. Funding was approved for said project in the amount of \$25,000 during the September 20, 2016 Commission Meeting, Agenda Item CA2, approving the FY2016-2017 budget.</p> <p>The Highway Department is requesting to approve the execution of an agreement between</p>	

the Baldwin County Commission and ADCNR to construct two new access piers and extend the agreement as set forth in the terms provided in the agreement.

FINANCIAL IMPACT

Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	\$29,593.00
Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	0206716.5150
Balance remaining in the line item after recommended expenditure:	
Does the recommendation create a need for continued funding which is not included in the current budget?	No

LEGAL IMPACT

Are there any legal documents required to be executed if this recommendation is approved?	Yes
Does this documentation require County Attorney's review and approval?	Yes
Has the documentation been reviewed and approved by the County Attorney?	No
Reason:	County Attorney is currently reviewing.
Is this routine documentation reviewed and approved by Department Head?	Yes
Has the documentation been reviewed and approved by the Department Head?	Yes

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation?	No
--	----

CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016

Is the recommendation applicable to the goals set forth in the Strategic Plan?	No
What is the justification for approving the recommendation?	N/A

POLICY IMPACT

Is the recommendation consistent with	No
---------------------------------------	----

Commission Policy?	
Reason:	N/A
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	<p>Commission Administration have the Chairman execute three (3) original agreements, prepare correspondence and forward to ADCNR for final execution. Administration send copy of correspondence to Highway Department, Mary Booth.</p> <p>Contact: Alabama Department of Conservation and Natural Resources Keith Henderson Fisheries Biologist Wildlife & Freshwater Fisheries 64 N. Union St., Suite 551 Montgomery, Alabama 36130</p>
ATTACHMENTS	
1. Agreement.pdf 2. Map.pdf	
APPROVALS	
Budget	Christie Davis 11/16/2016 10:41:34 AM
Personnel	
Administration	Anu Gary 11/16/2016 11:41:11 AM
Chairman and County Administrator	Chris Elliott 11/16/2016 4:35:4 PM

STATE OF ALABAMA

)

**LEASE, CONSTRUCTION, AND
MAINTENANCE AGREEMENT -
CLIFF'S LANDING PUBLIC BOAT
RAMP - BALDWIN COUNTY, STATE
OF ALABAMA**

BALDWIN COUNTY

)

THIS LEASE, made and entered into on the _____ day of _____, 2016, by and between the BALDWIN COUNTY COMMISSION (hereinafter sometimes referred to as COUNTY), and the STATE OF ALABAMA, acting through its DEPARTMENT OF CONSERVATION & NATURAL RESOURCES (hereinafter sometimes referred to as CONSERVATION):

WITNESSETH:

WHEREAS, COUNTY, and CONSERVATION entered into a certain agreement dated July 1, 1992, for the construction and operation of a public boat landing, and

WHEREAS, said Agreement bearing date of July 1, 1992, expires on June 30, 2017; and

WHEREAS, COUNTY, and CONSERVATION are desirous of entering into another agreement on said property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that as a contribution for the benefit of the public and for and in consideration of the sum of One Dollar (\$1.00) in hand paid by CONSERVATION, the receipt whereof is hereby acknowledged, COUNTY does hereby lease and let unto CONSERVATION, the following described property situated in Baldwin County, Alabama, to-wit:

Commencing at a point established by H. C. Bankster, (Reg. No. 1624) to be 946 feet South and 6568 feet West of the Southwest corner of regular Section 15, Township 2 South, Range 2 East, Baldwin County, Alabama. (Plat dated January 16, 1959); thence run West 994.56 feet; thence run South 12.05 feet; thence run North 72 degrees 12 minutes West, along an old fence line 161.29 feet, as established by R. J. Williams (Reg. No. 10675); thence run North 73 degrees 07 minutes West, a distance of 283.28 feet, for the POINT OF BEGINNING; thence continue North 73 degrees 07 minutes West, a distance of 126 feet, to a point; thence run South 26 degrees 00 minutes West, a

distance of 469.94 feet, along the East bank of the Tensaw River to a point; thence run South 51 degrees 00 minutes East, a distance of 691.89 feet, to a point; thence run North 14 degrees 25 minutes West, a distance of 847.83 feet, to the POINT OF BEGINNING, containing 4.68 acres, more or less, AND an easement for ingress and egress from the East line of said parcel along a 60 foot right of way to Baldwin County Highway Number 7.

Said lease is made under the following specific terms, conditions and stipulations:

1. The term of this Agreement shall be for a term of twenty-five (25) years, commencing on July 1, 2017, and expiring at midnight on June 30, 2042, with an option by CONSERVATION to renew for an additional twenty-five (25) year period. Renewal shall be granted automatically under the same terms and conditions herein unless CONSERVATION notifies COUNTY in writing of its desire to terminate the lease prior to its expiration date.
2. CONSERVATION shall, on an actual cost basis: construct two new access piers on the property as described above.
3. CONSERVATION shall be responsible for all construction inspections and project management for the construction work referred to in Paragraph 2.
4. All construction work referred to in Paragraph 2 and described in "Exhibit A" shall be completed on or before the last day of July 31, 2017.
5. The total cost of the project shall not exceed \$65,000.00, of which COUNTY will reimburse CONSERVATION \$29,593.00 upon completion and a satisfactory final inspection by CONSERVATION engineers.
6. CONSERVATION shall be responsible for obtaining all necessary Governmental regulatory permits prior to construction.
7. In order to be reimbursed in accordance with Paragraph 4, CONSERVATION agrees to submit one invoice in triplicate stating the services performed, verification of associated costs, and the costs to be reimbursed.
8. It is specifically understood and agreed between the Parties hereto that the properties herein described are to be used only as a free public boat landing area, free public picnic area and parking lot and allied activities and for no other purposes. If COUNTY fails to maintain free access, COUNTY shall be obligated to reimburse CONSERVATION for all expenditures.
9. It is specifically understood by and between the parties hereto that COUNTY shall not initiate any facility alterations or construction activities on the premises without the written consent of CONSERVATION. In the event unauthorized work is performed, CONSERVATION reserves the right to restore the premises to the original condition and bill COUNTY for the cost thereof, which COUNTY hereby agrees to reimburse CONSERVATION.
10. It is specifically understood by and between the parties hereto that it will be the specific obligation of COUNTY to be responsible for any monthly electric expenses, security of the premises, and to provide all routine and preventive maintenance of the facilities which shall include, but not be limited to, roads, parking lot, patching, all signs, minor repairs to the boat ramp, and keeping the premises in a clean and sanitary condition at all times during the term of this Lease. In the event COUNTY fails to so

repair, maintain, and keep clean the premises, CONSERVATION may, at its option, after due notice in writing, terminate this lease or, perform all necessary repairs and maintenance and bill COUNTY for the cost thereof, which COUNTY hereby agrees to reimburse CONSERVATION for the cost of such services.

11. It is specifically understood and agreed that CONSERVATION will be responsible for all non-routine maintenance.
12. It is specifically understood and agreed that the agents of CONSERVATION may from time to time inspect the premises for proper maintenance and sanitation and in the event such agents find the premises to be poorly maintained or in unsanitary condition will immediately notify COUNTY to this effect, specifying the conditions to be corrected and upon such notification, COUNTY will, within a reasonable time or within a specific time as determined solely by CONSERVATION, through its agents and employees, rectify such conditions. But in the event COUNTY fails so to do, the options of CONSERVATION hereinabove specified shall become effective.
13. It is specifically understood and agreed that should COUNTY take any action or undertake any repairs or maintenance to the premises which results in non-compliance with the Americans with Disabilities Act (ADA) accessibility regulations and/or guidelines, COUNTY shall be obligated to promptly rectify the non-compliance or CONSERVATION may take appropriate actions to rectify the non-compliance and bill COUNTY for the cost thereof, which COUNTY hereby agrees to reimburse CONSERVATION.
14. It is further understood and agreed between the Parties hereto that upon the expiration or termination of this Agreement, CONSERVATION shall have the right at any time to remove any and all properties, both real and personal, that it may have placed upon the premises, within one hundred twenty (120) days after date of termination, provided that the premises are left in good order and condition by CONSERVATION following any such removal.
15. The COUNTY for itself, its transferees and assigns, does hereby covenant with CONSERVATION that it is lawfully seized in fee simple of the above described premises; that they are free from all encumbrances; that they have a good right to lease the same as set forth in this instrument and COUNTY agrees that it, its transferees and assigns, shall warrant and defend the same to CONSERVATION, its transferees and assigns forever, against the lawful claims of all persons. If in the event COUNTY's title to the property should in any way prove faulty and the public be deprived of the free use and benefit of the premises, COUNTY agrees that it will indemnify and pay to CONSERVATION any costs incurred by CONSERVATION as a result of this lease agreement. The COUNTY hereby agrees to indemnify, protect and hold harmless CONSERVATION, and its

officers and employees, from and against any and all claims of every kind in any way arising out of any of COUNTY's activities and obligations hereunder.

16. This Agreement may not be amended or otherwise altered nor may it be assigned or otherwise transferred without the express written consent of CONSERVATION and COUNTY.
17. It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
18. It is expressly understood and mutually agreed that any commitment of funds herein shall be contingent upon the receipt and availability of funds under the program for which this Agreement is awarded.
19. It is expressly understood and mutually agreed that if the funds under the program for which this Agreement is awarded are not available then this agreement will be terminated on June 30, 2042 with no option for CONSERVATION to renew.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument in duplicate on the day and year first hereinabove written.

RECOMMENDED:

Charles F. Sykes, Director
Wildlife & Freshwater Fisheries

STATE OF ALABAMA
Department of Conservation
and Natural Resources

N. Gunter Guy, Jr., Commissioner

APPROVED:

Robert Bentley, Governor of Alabama

Baldwin County

By _____

Its _____

ATTEST:

John H. Merrill, Secretary of State

ATTEST:

By _____
Clerk, Baldwin County, Alabama

**APPROVER FOR LEGAL FORM
LEGAL SECTION, DEPARTMENT OF
CONSERVATION AND NATURAL
RESOURCES**

By _____

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify the N. Gunter Guy, Jr., whose name as Commissioner of Conservation and Natural Resources of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day, that being informed of the contents of the within instrument, he, in his capacity as such Commissioner of Conservation and Natural Resources of the State of Alabama, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2016.

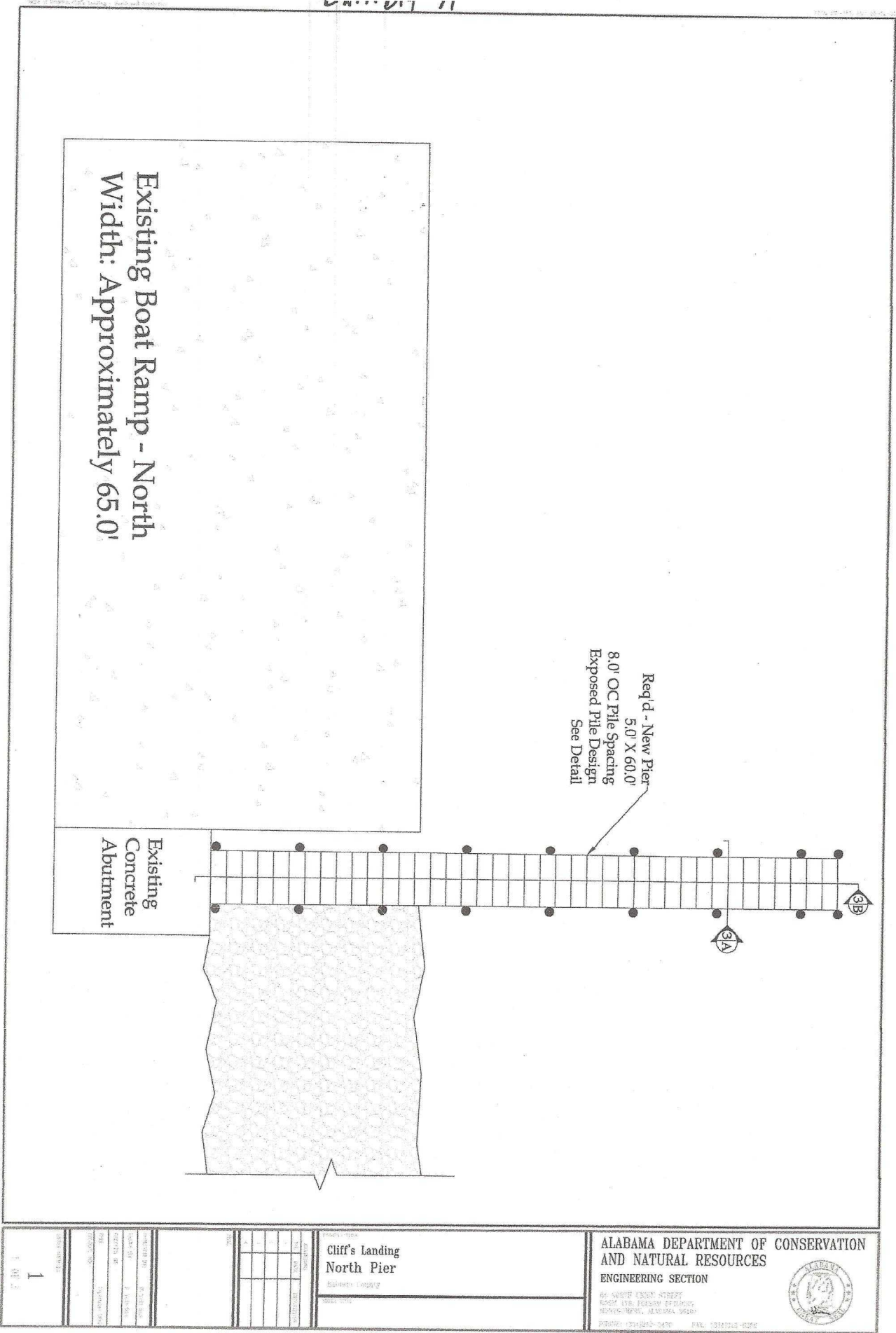
Notary Public


STATE OF ALABAMA)
BALDWIN COUNTY)

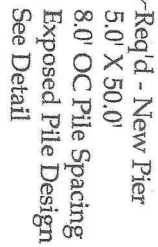
I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____ whose name as _____ of the BALDWIN COUNTY COMMISSION is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2016.

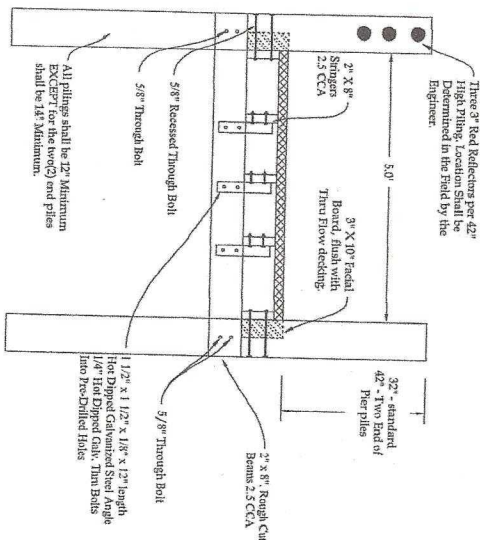
Notary Public



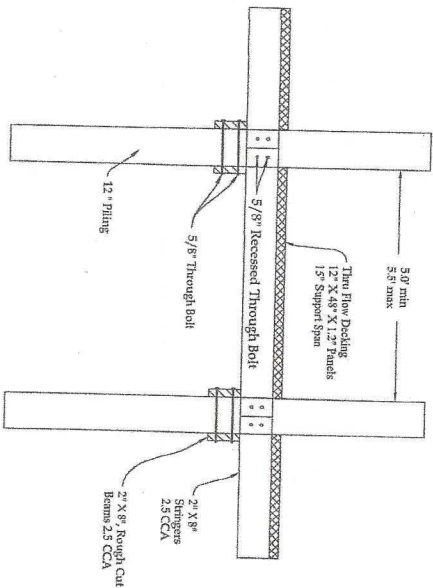
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES	
ENGINEERING SECTION	
66 NORTH FRONT STREET TALLAHASSEE, FLORIDA 32301 PHONE: (904) 497-1471 FAX: (904) 497-1472	
	
Cliff's Landing North Pier	
SHEET NO.	
DATE	
DRAWN BY	
CHECKED BY	
APPROVED BY	
PROJECT NO.	
SHEET NO.	
1	

[illegible]

A Typical Section
Scale 1" = 1'



B PROFILE VIEW
Scale 1" = 1'



NOTES:

The current sheet is 4.0' X 8.0'. There are concrete boat ramps on either side of the pier. These ramps terminate at the 45.0' mark from beginning of the pier.

Contractor is Responsible for Removal and Disposal of the Current Wooden Pier, Piling, and Concrete Abutments.

The New Pier, Launch, Gate, Line and Dock Height Shall Match Those of the Existing Pier. CONTRACTOR MUST SET BENCHMARK IN ORDER TO ENSURE THAT THESE REQUIREMENTS ARE MET.

Piling penetration shall be 10' penetration into ground. Contractor is to determine the length of piling needed to meet this requirement.

Lumber Requirements:

- ALL 2" X 8" Straps and Beams shall be 2.5 CCA Treated, 255 656, Specially-Graded Lumber
- ALL 2" X 10" Straps and Beams shall be 2.5 CCA Treated, 255 656, Specially-Graded Lumber
- 2" X 10" Pined Boards are to be No. 1 Pine, 0.8 CCA Treated, Standard finished Lumber.
- All piling shall have a minimum 10' penetration into ground.
- All piling shall have a minimum 10' penetration into ground.
- Contractor shall provide certification of lumber grade and treatment.
- All hardware is to be hot-dipped galvanized steel.
- All deck screws are to be stainless steel or as specified by Thru-Flow manufacturer.

The Decking Material shown is Thru Flow Fibre-Glass Reinforced Polypropylene 1.2"x4"x3.2" sheet color: Maple. The Website for the Product is: www.thruflow.com. You should be able to find the contact information on the same website.

1-888-476-3587 (toll free number)

1-519-863-7423 (Ontario Line, Ontario Canada).

The local representative for Thru Flow Decking is:

Alyson Lukewig w/ Mike Rep Group Inc.

Email: Alyson.lukewig@MikeRep.com

Phone: (407) 575-3011

Website: www.mikerep.com

CONTRACTOR MUST FOLLOW ALL THRU FLOW MANUFACTURER INSTALLATION REQUIREMENTS.



ALABAMA DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES
ENGINEERING SECTION

300 NORTH LAMAR STREET
MONTGOMERY, ALABAMA 36102
PHONE: (205) 261-5200 FAX: (205) 261-5201

Cliff's Landing
Pier Details

Robert J. Gentry

NO.	DATE	DESCRIPTION
1		
2		
3		

PROJECT NO.	11-000-000
CLIENT NO.	11-000-000
DESIGNER NO.	11-000-000
DATE	11/22/2016
DESIGNER	Robert J. Gentry

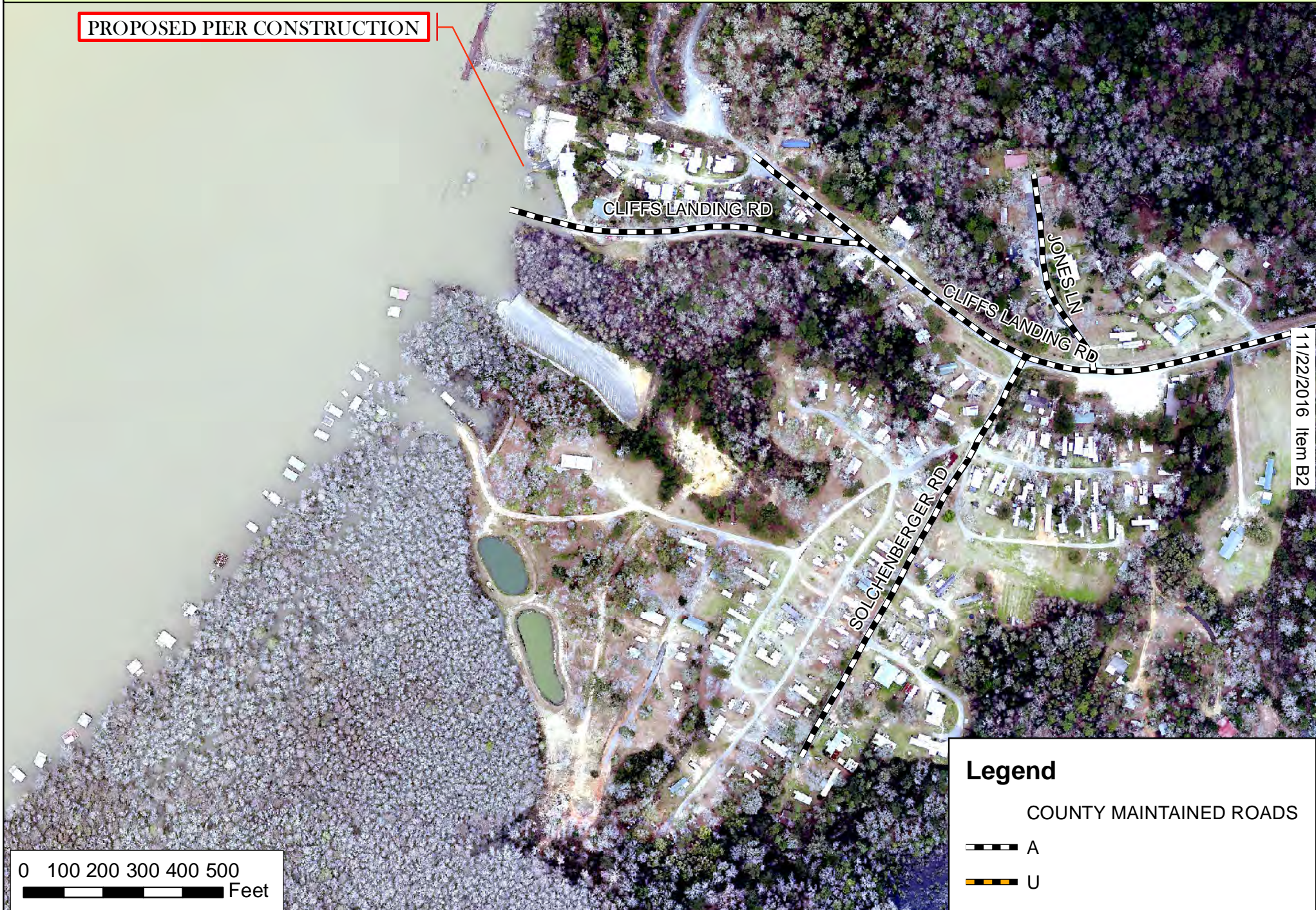


CLIFFS LANDING BCP 0206716

Proposed Construction



PROPOSED PIER CONSTRUCTION



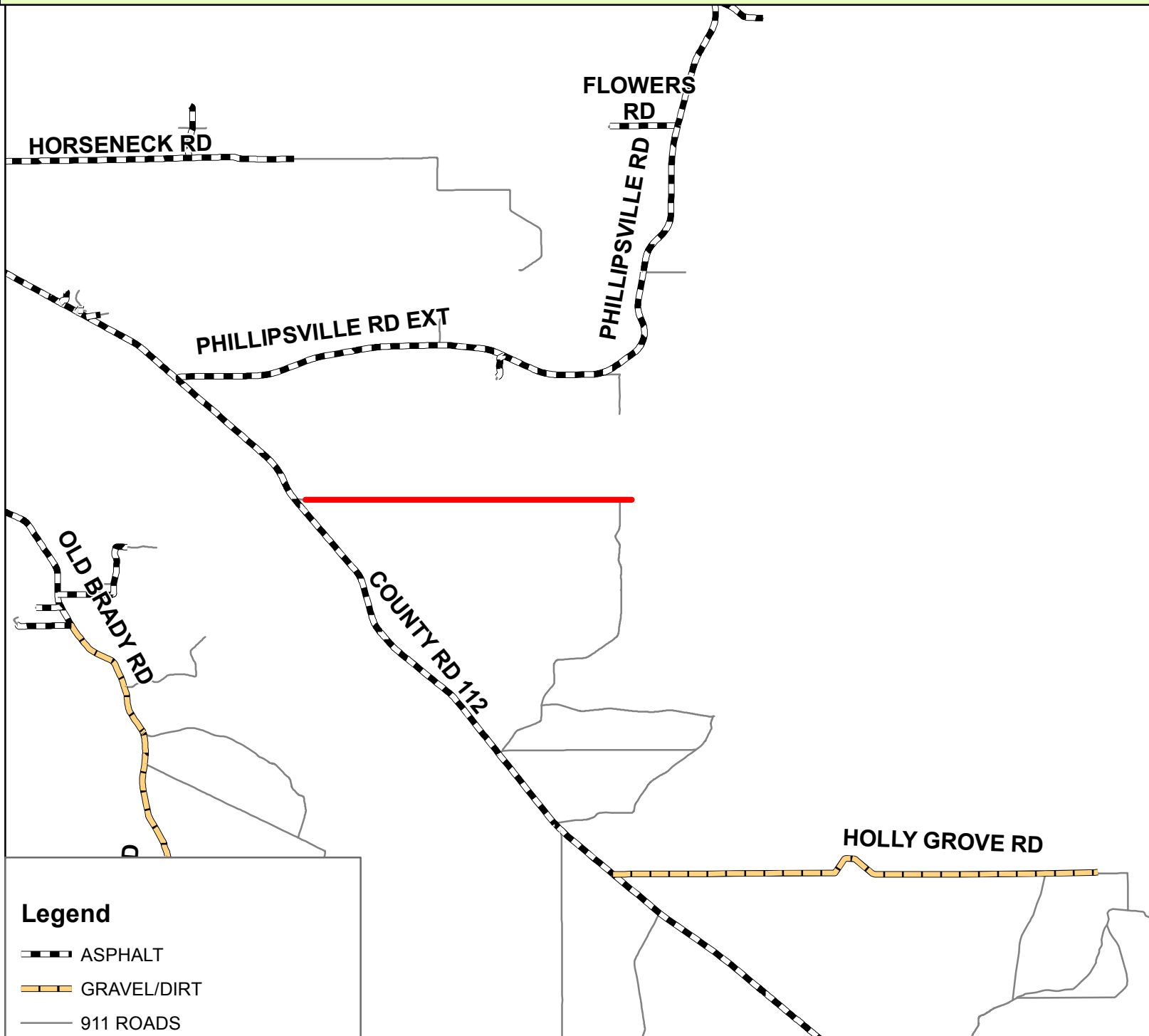
BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	HIGHWAY
Item Status:	New
Submitted By:	Lisa Sangster
From:	Cal Markert, P.E., County Engineer Mike Howell, Building Official
ITEM TITLE	
Unnamed Road off County Road 112	
STAFF RECOMMENDATION	
Discuss the request by Bill Williamson to install a road name sign at an intersection on County Road 112 (see attached map).	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
Bill Williamson is requesting the installation of a road name sign at an intersection on County Road 112 (see attached map). This road is currently unnamed and does not meet the Baldwin County Road Name Policy to be officially named.	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	No
What is the justification for approving the recommendation?	N/A
POLICY IMPACT	
Is the recommendation consistent with Commission	No




Policy?	
Reason:	There are no houses or businesses located on the unnamed road.
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
ATTACHMENTS	
1. Map.pdf 2. BCC Policy No. 4.3 - Road Name Policy.pdf	
APPROVALS	
Budget	
Personnel	
Administration	Anu Gary 11/16/2016 11:35:14 AM
Chairman and County Administrator	Chris Elliott 11/16/2016 4:33:50 PM



UNNAMED ROAD OFF OF CR 112



Legend

-  ASPHALT
-  GRAVEL/DIRT
-  911 ROADS

COMMISSION POLICY		POLICY #4.3
SUBJECT: Road Name Policy		
DATE ADOPTED March 17, 2009		PAGE (BCC MINUTES) Page 11
<u>OBSOLETE VERSIONS</u> <i>(Can be found in the Inactive Policy Book.)</i>		
DATE ADOPTED		PAGE (BCC MINUTES)
May 16, 1995		Book 16, pg. 177-179
October 4, 2005		Page 11-13
February 19, 2008		Page 26

NOTE: (CHARACTERISTICS OF A GOOD POLICY AND PROCEDURE DOCUMENT) -- A policy is typically a document that outlines specific requirements or rules that must be met. The overall goal is to write policies that are clear, concise and in simple language. If you use an acronym, spell it out the first time you use it.

POLICY STATEMENT

This policy allows the Baldwin County Building Official to approve a **Road Name Change** or a **New Road Name** application and submit to E911 Addressing and or the Baldwin County Commission for approval as directed by Resolution #2006-04 dated October 4, 2005.

PROCEDURAL REQUIREMENT

In order to carry out this policy, the following steps must be taken:

1. An application is received by the Building Inspection Department. They in turn verify that all information is correct and that the requirements are met and processed accordingly.
2. If the application is for a **New Road Name** and all the requirements have been met, the application is forwarded on to E911 Addressing for processing.
3. The Building Official shall have the authority to reject any proposed New Road Name that in his opinion may increase the unauthorized removal of the road name sign.
4. If the application is for a **Road Name Change**, the following will apply:
 - a) Building Inspection staff receives request from either E911 Addressing or the General Public, maps out the road and verifies all information is correct.
 - b) A non-refundable processing fee of \$50.00 must accompany the application.

- c) Building Inspection staff presents to the Baldwin County Commission at Work Session. If at Work Session there is no problem or questions, the request is then forwarded to the County Commission for approval at the next regularly scheduled meeting.
- d) Once the request is approved by the Baldwin County Commission, the request is then forwarded to the Sign Division of the Highway Department for ordering of sign and installation.

FORMS/ATTACHMENTS/EXHIBITS

Resolution #2006-04 of the Baldwin County Commission
New Road Name Petition (application)
Road Name Change Petition (application)

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2006-04

KNOW ALL MEN BY THESE PRESENTS, that **WHEREAS** citizens are rapidly moving into the unincorporated areas of Baldwin County requesting street and road addresses as required by the Baldwin County Emergency Communication District and the Baldwin County Building Inspection Department; and

WHEREAS, the Baldwin County Commission has authorized under Alabama State Enabling Legislation, Act No. 84-369, the establishment of an Emergency Communications District (E-911) the appointment of a governing body to supervise the operations of the Emergency Communications District; and

WHEREAS, to facilitate prompt and efficient response and delivery of emergency services, the Baldwin County Commission has determined that it is in the best interest of the citizens of Baldwin County, that the Building Inspection and E911 departments be authorized to jointly effect limited, supplemental road name modifications necessary to avoid delay in emergency response without petition or approval of affected residents or owners subject only to Baldwin County Commission approval and certification by E-911 that no change of address will be necessitated by such modification.

NOW, THEREFORE BE IT RESOLVED, that the Baldwin County Commission supports the recommendation of the Board to transfer County street and road addressing responsibility from the Baldwin County Building Inspection Department to the Baldwin County Emergency Communications District; and

THAT, it is the intent of the Baldwin County Commission that to better serve the citizens of Baldwin County by retaining certain duties of the Building Inspection Department, including that the department maintain the official Mylar maps keeping them current so that the various departments – Zoning, Coastal-Flood, Tax Assessment, Subdivision, Law Enforcement, and other County agencies are better served by access to these maps; and

THAT, it is the intent the Baldwin County Emergency Communications District assign addresses to all approved and recorded subdivisions; and

THAT, it is the intent that the Baldwin County Emergency Communications District assign addresses to all residential or commercial structures duly recorded and where a legal description tax map number, parcel number is furnished; and

THAT, it is the intent that subdivision developers be responsible for naming streets subject to Building Inspection Department approval; and

THAT, the developer will be responsible for erecting street signs as approved by the Baldwin County Highway Department; and

THAT, the Baldwin County Highway Department will maintain and/or replace standard street signs; and

THAT, it is the intent that private roads having three or more residential and/or commercial structures will be named by the Building Inspection Department and addressed by the Baldwin County Emergency Communications District; and

THAT, public roads will be addressed using the County or Federal Highway number; and

THAT, it is the intent that to better serve the citizens all Road Name Changes shall be the responsibility of the Baldwin County Commission and require the signatures of 90% of those affected by the change. Including the residences on the road and land owners with property on the road; and

THAT, it is the intent that all expenses for Road Name Changes be paid for in the amount of \$50.00 non-refundable prior to a hearing by the County Commission; and

THAT, it is the intent that the Baldwin County Emergency Communications District issue addresses to those citizens requesting street or road addresses with due consideration to accessibility for emergency response vehicles; and

* **THAT, notwithstanding any of the foregoing provisions to the contrary, the Baldwin County Building Inspection and E-911 Departments shall be authorized to jointly modify road names if necessary to avoid emergency response delay, without any requirement of petition or approval of affected owners or residents as aforesaid and without requirement of the aforementioned \$50.00 fee; provided however, that such modifications shall be supplemental only to the existing road name and shall be additions such as, without limitation, "North," "South," "East," "West," or "Extension," and further provided that Baldwin County Commission approval shall be required for any such modifications, and further provided that E-911 shall certify that any such modification shall not require or necessitate a change of address for affected residents or owners.**

RESOLVED THIS 4th DAY OF OCTOBER, 2005

BY: David Ed Bishop 10/7/05
DAVID ED BISHOP, CHAIRMAN / Date

ATTEST:
Locke W. Williams 10-10-05
LOCKE W. WILLIAMS / Date
Clerk/Treasurer

* This is an amendment to Resolution #95-34

SUGGESTIONS FOR COMPLETING THE NEW ROAD NAME PETITION

Please make sure you complete all required parts of the form and meet all the stated criteria so that your petition will pass its initial review. A rejection of your request at any point in the process will activate a twenty-four (24) month waiting period before another petition will be accepted for processing.

Road Name Selection

Personal names are strongly discouraged because many difficulties have resulted from allowing personal names at the outset of the naming program. If a name you wish to have considered begins with a word that has already been used for a road name anywhere in the county or municipalities, it will have to be refused. This is in order to avoid duplication that can lead to problems when wireless communication equipment is used to call for emergency response. You are welcome to contact the 9-1-1 Addressing personnel to check for duplication before submitting your petition.

Rev. 12/26/02 BCBD/cpw

NEW ROAD NAME POLICY & PROCEDURE
FOR BALDWIN COUNTY 911 PURPOSES

Effective March 15, 1994 the County Commission set a new policy for road naming by officially adopting the following resolution:

IT IS THE INTENT THAT PRIVATE ROADS HAVING THREE OR
MORE RESIDENTIAL AND/OR COMMERCIAL STRUCTURES WILL
BE NAMED BY THE BUILDING DEPARTMENT AND ADDRESSED BY
THE BALDWIN COUNTY EMERGENCY COMMUNICATIONS DISTRICT.

This policy supersedes all previously existing policy with regard to the naming of private and public roads for the 911 Enhanced Emergency Response System in Baldwin County.

In the event you meet the criteria for naming a road under the present system you must complete and return this form to the attention of **Kim Stivener, Baldwin County Building Department, 201 E. Section St., Foley, AL 36535.**

Submit no less than three names:

First Choice: _____

Second Choice: _____

Third Choice: _____
(Generic-type names will receive preference over personal names.)

Location of Road: _____

Tax Map Number(s): _____
(Give exact location and direction of how the road will run through the property/ties.)

Check one: Private Road/Drive ____; Right-of-Way ____; Easement ____
Please give width of road or driveway and approximate length: Width ____ Length ____

On the next page list the names, mailing addresses, and telephone numbers of all land and building owners who will be located on this road. There is a separate section on the page for their signatures, which are **Required**. Be specific: list future development if known, and possible time of development. This could be a factor in approval of you application. Each structure will be renumbered. Include a specific description of the location of each driveway with this petition (e.g., you turn into John Doe's driveway 20 feet north of his south property line). In the Comments section give a brief background history and why you think the road should be named. Attach another sheet if necessary.

Rev. 12/26/02 BCBd/epw

Names: _____

Comments: _____

After reviewing the application, if the Building Official approves the naming of the road, a reasonable time should be allowed to properly implement the new name into the Enhanced 911 Emergency System of Baldwin County. Applicants approved or denied will be notified by mail.

I/We, the undersigned, have read and understand that the naming of this road is for the sole purpose of the Enhanced 911 Response System of Baldwin County. I/We further understand that the naming of the road will in no way constitute responsibility for road maintenance of any type by the Baldwin County Commission, its agents or assignees, now or in the future.

Signature(s) of applicant(s) (all involved; attach another sheet if needed):

Choose one person as group representative: _____

Telephone No. _____

 (OFFICE USE ONLY) Date application received: _____

Recommended Action: _____

Results: _____

Rev. 12/26/02 BCBD/cpw

**INSTRUCTIONS FOR COMPLETING
THE ROAD NAME PETITION
(CHANGING A ROAD NAME)**

Your petition will be initially reviewed by the Addressing Staff of the Baldwin County Emergency Communications District (9-1-1). If the basic criteria are met, it will be forwarded to the Baldwin County Commission. The Commission will make a final decision.

Please make sure you complete all required parts of the form and meet all the stated criteria so that your petition will pass the initial review. A rejection of your request at any point in the process will activate a twenty-four (24) month waiting period before another petition will be accepted for processing.

Processing Fee

A non-refundable processing fee of **\$50.00** must accompany the petition. No cash, please; checks or money orders only, payable to the Baldwin County Building Department.

Road Name Selection/Changing All or a Portion of a Road

Personal names consisting of a first name and surname are strongly discouraged. Names beginning with the words **Bay, Bayou, Camelia or Camellia, Cedar, Cypress, Deer, Dogwood, Gulf, Hill, Holley or Holly, Juniper, Lake, Magnolia, Oak, Pecan, Perdido, Pine, Quail, Ridge, River, Village, Wolf, Or Wood** will be denied; these words have already been used several times each for road names in the county and municipalities. Word duplication of any sort is very strongly discouraged, so you are welcome to check with the Addressing Staff at the 9-1-1 Center to check the availability of any word you are considering before submitting your petition (947-5911 or Ext. 2486 at any courthouse). Please list at least one alternate name to your first choice.

It is only a portion of an existing roadway that you wish to have renamed, please be very specific in your description of the boundaries. The boundaries must be very clear; the name must not change in the middle of a "block", i.e., the road should be bisected by another road to make the boundary clear.

If you live in a recorded subdivision, it may be that the Commission will not approve a change, but will ask that the developer submit a new plat of the subdivision showing the new road name. This might happen because the Commission has previously stated that road names within subdivisions are the responsibility of the developer.

Who Can/Must Sign the Petition

90% of those affected by the change must sign the petition. This includes resident landowners, non-resident landowners, and non-owner residents on any properties that touch or must be accessed from the roadway. One representative may sign for each household or business; each landowner should sign. Names will be verified, ownership will be verified through the Tax Department and a field check of the number of inhabited structures will be made.

Return the completed form to: Addressing, B.C.E.C.D.
PO Box 924
Robertsdale, AL 36567

Revised sal-01/24/03

ROAD NAME CHANGE PETITION

We, the undersigned, hereby petition the Baldwin County Commission to permit the renaming of our roadway. We understand and accept that many roads in Baldwin County were named for ease of resident location, particularly for emergency response, and that renaming a roadway is a serious matter involving numerous agencies and departments. Further, we understand and accept that the participation of the Commission in this matter in no way constitutes responsibility on the part of the County for maintenance of the roadway now or in the future.

If the name change is not approved, we understand that we must wait twenty-four (24) months from the date of the rejection before submitting another petition.

CURRENT ROAD NAME: _____

/ / CHANGE ENTIRE ROAD TO: _____

OR

OR

/ / CHANGE PART OF ROAD TO NAME ABOVE: DESCRIBE PORTION TO BE CHANGED

	OWNER OR			
<u>NAME(PRINT)</u>	<u>SIGNATURE</u>	<u>RESIDENT?</u>	<u>ADDRESS(STREET & MAIL)</u>	<u>TELEPHONE</u>

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

attach another sheet if needed

BACKGROUND INFORMATION

What reason is there to rename the road?

Check one: Private drive/road ☐ Right-of-way ☐ Easement ☐

Location of and length of roadway:

Comments:

FOR OFFICE USE ONLY

Processing fee included with petition? Yes ☐ No ☐
(If No, date received: _____)

Number of registered landowners: _____
Number of non-owner residents: _____ Total: _____
Number of signees: _____ % of Total: _____
Was percentage criteria met? Yes ☐ No ☐

Are all names available? _____
If no, which can be used? _____

Tax map location(s): _____

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	FINANCE/ACCOUNTING
Item Status:	New
Submitted By:	Debbie West
From:	Kimberly Creech, Clerk/Treasurer
ITEM TITLE	
Resolution #2017-034 - Severe Weather Preparedness Tax Holiday 2017	
STAFF RECOMMENDATION	
Adopt Resolution #2017-034 of the Baldwin County Commission which exempts items in conformity with the provisions in §40-23-230 through §40-23-233 <u>Code of Alabama</u> (1975) [Act No. 2012-256], from all County Sales and Use Taxes with said exemption commencing at 12:01 a.m. on the last Friday in February, 2017, (February 24, 2017) and expiring at twelve midnight on the following Sunday in February, 2017, (February 26, 2017).	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	Yes
Date(s) of Previous Commission Action:	December 1, 2015
<p>The Baldwin County Commission adopted a similar resolution (#2016-021) on December 1, 2015, for the 2016 Severe Weather Preparedness Tax Holiday for the last full weekend of February 26-28, 2016.</p> <p>On April 26, 2012, the State Legislature passed and Governor Bentley signed Act. 2012-256 exempting certain "covered items" from the State Sales and Use Tax during the first full weekend of July, 2012, and commencing at 12:01 a.m. on Friday, July 6, 2012 and ending at twelve midnight on July 8, 2012.</p> <p>The attached resolution meets the requirements of §40-23-233.</p>	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	Amount Undeterminable

Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	
Balance remaining in the line item after recommended expenditure:	
Does the recommendation create a need for continued funding which is not included in the current budget?	No
How will this funding requirement be met in the future?	N/A
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	No
What is the justification for approving the recommendation?	N/A
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	No
Reason:	N/A
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	Yes
Required Action and Time Line for Implementation:	Deadline to submit certified copy of Resolution No. 2017-034 to Alabama Department of Revenue: <u>January 24, 2017</u>
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Administrative Staff to send correspondence and Resolution No. 2017-034 to the following: Alabama Department of Revenue Attention: Wanda Robbins, Room 4311

	Sales & Use Tax Division Post Office Box 327900 Montgomery, AL 36132-7900 cc: Heather Gwynn, Sales & Use Tax Coordinator / File
ATTACHMENTS	
1. Code of Alabama, 40-23-230 through 40-23-233.pdf 2. AL Dept of Revenue Rule 810-6-3-.66.pdf 3. Quick Reference of Exempt Items.pdf 4. Letter from Board of Education in Support of Tax Holiday.pdf 5. Resolution 2017-034.docx	
APPROVALS	
Budget	Christie Davis 11/15/2016 4:15:33 PM
Personnel	
Administration	Anu Gary 11/16/2016 11:22:59 AM
Chairman and County Administrator	Chris Elliott 11/16/2016 4:21:58 PM

Section 40-23-230**Definitions.**

(a) As used in this article, the term covered items includes the following selling for \$60 or less per item:

(1) Any package of AAA-cell, AA-cell, C-cell, D-cell, 6-volt, or 9-volt batteries, excluding coin batteries and automobile and boat batteries.

(2) Any cellular phone battery or cellular phone charger.

(3) Any portable self-powered or battery-powered radio, two-way radio, weatherband radio, or NOAA weather radio.

(4) Any portable self-powered light source, including battery-powered flashlights, lanterns, or emergency glow sticks.

(5) Any tarpaulin, plastic sheeting, plastic drop cloths or other flexible, waterproof sheeting.

(6) Any ground anchor system, such as bungee cords or rope, or tie-down kit.

(7) Any duct tape.

(8) Any plywood, window film, or other materials specifically designed to protect window openings.

(9) Any non-electric food storage cooler or water storage container.

(10) Any non-electric can opener.

(11) Any artificial ice, blue ice, ice packs, or reusable ice.

(12) Any self-contained first aid kit.

(13) Any fire extinguisher, smoke detector or carbon monoxide detector.

(14) Any gas or diesel fuel tank or container.

(b) The term covered items also includes any portable generator and power cords used to provide light or communications or preserve food in the event of a power outage selling for \$1,000 or less per item.

(Act 2012-256, p. 492, §1.)

Section 40-23-231**Tax exemption on covered items.**

Purchases of covered items, as defined herein, are exempted from the state sales and use tax during the period from 12:01 a.m. on the first Friday in July in 2012 and ending at twelve midnight the following Sunday. In subsequent years, purchases of covered items are exempted from state sales and use tax during the period from 12:01 a.m. on Friday of the last full weekend in February and ending at twelve midnight the following Sunday. Items normally sold in pairs or packages shall not be separated to qualify for the exemption provided for in this article.

(Act 2012-256, p. 492, §2.)

Section 40-23-232**Rules and regulations.**

The Commissioner of the Department of Revenue shall promulgate any rules necessary to implement and administer this article including, but not limited to, a list of those articles and items qualifying for the exemption pursuant to this article, that do not conflict with the Streamlined Sales and Use Tax Agreement.

(Act 2012-256, p. 492, §3.)

Section 40-23-233**County and municipal exemptions authorized.**

Any county or municipality may, by resolution or ordinance adopted at least 14 days prior to the first full weekend of July in 2012 and at least 30 days prior to the last full weekend of February in subsequent years, provide for the exemption of covered items from paying county or municipal sales and use taxes during a period commencing at 12:01 a.m. on the first Friday in July in 2012, and the Friday of the last full weekend of February in subsequent years, and ending at twelve midnight the following Sunday under the same terms, conditions, and definitions as provided for the state sales tax holiday. Notwithstanding the foregoing, a county or municipality is prohibited from providing such an exemption during any other period of the year that is not designated as a sales tax holiday.

(Act 2012-256, p. 492, §4.)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.66 Sales Tax Holiday for Severe Weather Preparedness

(1) Beginning at 12:01 a.m. on Friday, July 6, 2012, and ending at twelve midnight on Sunday, July 8, 2012, a sales tax holiday is enacted pursuant to Act No. 2012-256, whereby no state sales or use tax is due on "covered items" as defined herein. For each year thereafter, the sales tax holiday begins at 12:01 a.m. on the Friday of the last full weekend in February and ends at twelve midnight the following Sunday. This sales tax holiday is referred to as the Severe Weather Preparedness Sales Tax Holiday.

(2) Pursuant to Act No. 2012-256, any county or municipality may, by resolution or ordinance adopted at least 14 days prior to July 6, 2012 and at least 30 days prior to the last full weekend of February in subsequent years, provide for the exemption of "covered items" from county or municipal sales or use taxes during the same time period, under the same terms, conditions, and definitions as provided in this rule for the state sales tax holiday. A county or municipality is prohibited from providing for a sales and use tax exemption during any period other than concurrently with a state sales tax holiday. A participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the sales tax holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue at least 14 days prior to the 2012 holiday and at least 30 days prior to the holiday in subsequent years. The Department will compile this information into a list of all counties and municipalities participating in the Severe Weather Preparedness Sales Tax Holiday and issue a current publication of the list on its website.

(3) "Covered items" include the following selling for \$60 or less per item:

(a) Any package of AAA-cell, AA-cell, C-cell, D-cell, 6-volt, or 9-volt batteries, excluding coin batteries and automobile and boat batteries;

(b) Any cellular phone battery or cellular phone charger;

(c) Any portable self-powered or battery-powered radio, two-way radio, weatherband radio, or NOAA weather radio;

(d) Any portable self-powered light source, including battery-powered flashlights, lanterns, or emergency glow sticks;

(e) Any tarpaulin, plastic sheeting, plastic drop cloths or other flexible, waterproof sheeting;

(f) Any ground anchor system, such as bungee cords or rope, or tie-down kit;

(g) Any duct tape;

(h) Any plywood, window film or other materials specifically designed to protect window openings;

(i) Any non-electric food storage cooler or water storage container;

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.66. (Continued)

- (j) Any non-electric can opener;
- (k) Any artificial ice, blue ice, ice packs, or reusable ice;
- (l) Any self-contained first aid kit;
- (m) Any fire extinguisher, smoke detector or carbon monoxide detector; and,
- (n) Any gas or diesel fuel tank or container.

(4) "Covered items" also includes any portable generator and power cords used to provide light or communications or preserve food in the event of a power outage selling for \$1,000 or less per item.

(5) Covered items are exempt only if the individual item is priced at or below the established threshold for the exemption. Exemption for only a portion of an individual item is not allowed. The following example illustrates the application of the rule to the exemption:

(a) A customer purchases a generator for \$1800. Tax is due on the entire \$1800. The exemption does not apply to the first \$1000 of the price of a generator selling for more than \$1000.

(6) Splitting of items normally sold together. To qualify for the exemption, items normally sold in pairs shall not be separated, and articles that are normally sold as a single unit must continue to be sold in that manner.

(7) "Buy one, get one free" and other similar offers. If a dealer offers "buy one, get one free" or "two for the price of one" on covered items, the purchase shall qualify for the exemption when all other conditions of the exemption are met. However, if a dealer offers a "buy one, get one for a reduced price" the two prices cannot be averaged to qualify both items for the exemption.

(8) Discounts, coupons, and rebates. A discount by the seller reduces the sales price of the item and the discounted sales price determines whether the sales price is within the sales tax holiday price threshold. A coupon that reduces the sales price is treated as a discount if the seller is not reimbursed for the coupon amount by a third-party. If a discount applies to the total amount paid by a purchaser rather than to the sales price of a particular item and the purchaser has purchased both eligible property and taxable property, the seller should allocate the discount based on the total sales prices of the taxable property compared to the total sales prices of all property sold in that same transaction. The application of the exemption to discounts, coupons and rebates extended on a covered item during the exemption period is illustrated by the following examples:

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.66. (Continued)

(a) If a dealer offers to sell a portable radio with a sales price of \$70 at a discount of 20 percent at the time of sale, the exemption would apply because the actual sales price of the radio is \$56.

(b) If a dealer offers a reduction in sales price of \$100.00 through a store coupon for a portable generator with a sales price of \$1100.00, the exemption would apply to the purchase because the dealer's actual sales price to the customer is \$1000.00.

(c) If a customer gives to a dealer a manufacturer's coupon for \$100.00 for a portable generator with a sales price of \$1100.00, the exemption would not apply.

(d) Rebates generally occur after the sale, thus the amount of the rebate does not affect the sales price of the purchased item. For example, if a portable generator was purchased for \$1,100.00 with a manufacturer's rebate for \$100.00, the exemption would not apply because the sales price is in excess of \$1,000.00.

(9) Exchanges. The application of the exemption to an exchange of a covered item purchased during the exemption period is illustrated by the following examples:

(a) A customer purchases a covered item during the exemption period, but later exchanges the item for a similar item of a different size, color, or other feature at the same price and the original sale is not cancelled. No additional tax is due even though the exchange is made after the exemption period.

(b) A customer purchases a covered item during the exemption period. After the exemption period has ended, the customer returns the item and receives credit on the purchase of a different item and the original sale is cancelled. Sales tax is due on the total sales price of the newly purchased item.

(c) A customer purchases a covered item before the exemption period. During the exemption period the customer returns the item and receives credit on the purchase of a different covered item and the original sale is cancelled. Sales tax is not due on the sale of the new item if the new item is purchased during the exemption period.

(10) Layaway sales. A layaway sale is a transaction in which articles are set aside for future delivery to a purchaser who makes a deposit, agrees to pay the balance of the sales price over a period of time, and, at the end of the payment period, receives the merchandise. A sale of a covered item under a layaway sale will qualify for the exemption when final payment on the layaway order is made by, and the item is given to, the purchaser during the exemption period; or when title to the covered item transfers to the purchaser and delivery is made to the purchaser during the exemption period. A sale made by completion of transfer of title after the exemption period shall not qualify for the exemption.

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.66. (Continued)

(11) Rain checks. A rain check allows a customer to purchase an item at a certain price at a later time because the particular item was out of stock. Covered items purchased during the exemption period with the use of a rain check will qualify for the exemption regardless of when the rain check was issued. Issuance of a rain check during the exemption period will not qualify a covered item for the exemption if the item is actually purchased after the exemption period.

(12) Mail, telephone, e-mail, and Internet sales. The sale of a covered item qualifies for exemption when sold through the mail, telephone, e-mail or Internet when the item is paid for and delivered to the customer during the exemption period; or when title to the covered item transfers to the purchaser and delivery is made to the purchaser during the exemption period. Pursuant to Section 40-23-1(a)(5), the sale of an item is not closed or completed until the time and place where delivery occurs to the purchaser after the act of transportation ends and the item comes to rest in this state for use or consumption. Covered items that are pre-ordered and delivered to the customer during the exemption period qualify for the exemption.

(13) Gift certificates and gift cards. Covered items purchased during the exemption period using a gift certificate or gift card will qualify for the exemption, regardless of when the gift certificate or gift card was purchased. Covered items purchased after the exemption period using a gift certificate or gift card are taxable even if the gift certificate or gift card was purchased during the exemption period. A gift certificate or gift card cannot be used to reduce the selling price of a covered item in order for the item to qualify for the exemption.

(14) Returns. For a 60 day period immediately after the sales tax holiday exemption period, when a customer returns an item that would qualify for the exemption, no credit for or refund of sales tax shall be given unless the customer provides a receipt or invoice that shows tax was paid, or the seller has sufficient documentation to show that tax was paid on the specific item. This 60 day period is set solely for the purpose of designating a time period during which the customer must provide documentation that shows that sales tax was paid on returned merchandise. The 60 day period is not intended to change a seller's policy on the time period during which the seller will accept returns.

(15) Different time zones. The time zone of the purchaser's location determines the authorized time period for a sales tax holiday when the purchaser is located in one time zone and a seller is located in another.

(16) Records. The retailer is not required to obtain an exemption certificate on sales of covered items during the exemption period. However, the retailer's records should clearly identify the type of item sold, the date on which the item was sold, the sales price of all items and, if applicable, any tax charged.

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.66. (Continued)

(17) **Reporting Exempt Sales.** No special reporting procedures are necessary to report exempt sales on covered items made during the exemption period. Exempt sales are to be included in the Gross Sales Amount and in the Deductions amount reported on the state and local returns. Taxable sales and exempt transactions should be reported as currently required by law.

(18) **Transportation Charges.**

(a) Where delivery is made by common carrier or the U.S. Postal Service, the transportation charge, if billed as a separate item and paid directly or indirectly by the purchaser, is excluded from the sales price of the covered item. Transportation charges made by any other means are included as part of the sales price of the covered item, whether or not separately stated. Transportation charges are not separately stated if included with other charges and billed as "shipping and handling" or "postage and handling."

(b) "Shipping and handling" or "postage and handling" charges are included as part of the sales price of the covered item, whether or not separately stated. If multiple items are shipped on a single invoice, to determine if any covered items qualify for the exemption for purposes of determining a sales tax holiday price threshold, the shipping and handling charge or postage and handling charge must be proportionately allocated to each item ordered, and separately identified on the invoice.

(19) This rule shall become effective immediately.

(Sections 40-2A-7(a)(5), 40-23-31, 40-23-83, Code of Alabama 1975; Act 2012-256. Emergency Rule filed May 2, 2012, Permanent Rule effective September 13, 2012)



**Alabama Department
of Revenue**



www.revenue.alabama.gov

2017 SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY

Alabama will hold its sixth annual Severe Weather Preparedness Sales Tax Holiday, beginning Friday, February 24, 2017 at 12:01 a.m. and ending Sunday, February 26, 2017 at 12 midnight, giving shoppers the opportunity to purchase certain severe weather preparedness items free of state sales tax. Local sales tax **may** apply.

For more information, **contact us** 8:00 a.m. – 5:00 p.m., CST
Monday through Friday
334-242-1490 or 866-576-6531

COVERED ITEMS - \$60 or Less, per ITEM		
EXEMPT:		
<ul style="list-style-type: none"> • AAA-cell batteries • AA-cell batteries • C-cell batteries • D-cell batteries • 6-volt batteries • 9-volt batteries • Cellular phone battery • Cellular phone charger • Portable self-powered or battery-powered radio, two-way radio, weatherband radio or NOAA weather radio • Portable self-powered light source, including battery-powered flashlights, lanterns, or emergency glow sticks 	<ul style="list-style-type: none"> • Tarpaulin • Plastic sheeting • Plastic drop cloths • Other flexible, waterproof sheeting • Ground anchor system, such as bungee cords or rope, or tie-down kit • Duct tape • Plywood, window film or other materials specifically designed to protect window coverings • Non-electric food storage cooler or water storage container • Non-electric can opener 	<ul style="list-style-type: none"> • Artificial ice • Blue ice • Ice packs • Reusable ice • Self-contained first aid kit • Fire extinguisher • Smoke detector • Carbon monoxide detector • Gas or Diesel fuel tank or container
TAXABLE:		
<ul style="list-style-type: none"> • Coin batteries • Automobile and boat batteries 		

A single purchase with a sales price of \$1000 or Less
EXEMPT:
Any portable generator and power cords – used to provide light or communications or preserve food in the event of a power outage.



BALDWIN COUNTY PUBLIC SCHOOLS

EDDIE TYLER, M.Ed.
Superintendent

November 3, 2016

Board of Education

DAVID B. COX
District 1

DAVID TARWATER
District 2

TONY MYRICK
District 3

JANAY DAWSON
District 4

ANGIE SWIGER
District 5

CECIL CHRISTENBERRY
District 6

SHANNON CAULEY
District 7

Mr. Ron Cink, County Administrator
Baldwin County Commission
322 Courthouse Square
Bay Minette, AL 36507

Dear Mr. Cink:

I am submitting this letter of support for the Sales Tax Holiday to the Baldwin County Commission on behalf of the Baldwin County Public Schools. Baldwin County Public Schools rely heavily upon sales tax revenue, but has supported the Sales Tax Holiday for Baldwin County since its inception.

Baldwin County Public Schools support this Sales Tax Holiday in order to provide a needed benefit to our parents and to our employees. The parents of our students are so willing to assist our schools in many ways and through fundraising which provide much needed financial support to our schools.

This is one small way that we can provide support back to them and honor them for their commitment to Baldwin County Public Schools.

Thank you for your continued support of Baldwin County Public Schools.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Eddie Tyler', is written over the typed name and title.

Eddie Tyler, M.Ed.
Superintendent

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION #2017-034
OF THE
BALDWIN COUNTY COMMISSION**

PROVIDING FOR THE EXEMPTION OF CERTAIN COVERED ITEMS AS DEFINED IN CODE OF ALABAMA, 1975, AS AMENDED, SECTIONS 40-23-230 THROUGH 40-23-233 FROM THE PAYMENT OF COUNTY SALES AND USE TAX FOR THE LAST FULL WEEKEND IN FEBRUARY, 2017, AS AUTHORIZED BY CODE OF ALABAMA, 1975, AS AMENDED SECTIONS 40-23-230 THROUGH 40-23-233.

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, Code of Alabama, 1975, as amended, Sections 40-23-230 through 40-23-233, provides for the exemption of certain covered items from State sales and use tax during the last full weekend in February, and the last full weekend of February of each subsequent year; and furthermore, Section 40-23-233 authorizes any County or Municipality to provide for the exemption of certain covered items from local sales and use tax during the last full weekend in February, by a resolution or ordinance adopted at least thirty (30) days prior to the last full weekend of February, and

WHEREAS, the Code of Alabama, 1975, amended, Section 40-23-230 through 40-23-233 are commonly known as a “Severe Weather Preparedness Tax Holiday” in the State of Alabama, said “Severe Weather Preparedness Tax Holiday” commencing at 12:01 a.m. on the Friday of the last full weekend in February and the last full weekend of February each subsequent year of each year and expiring at twelve midnight the following Sunday; and

WHEREAS, in 2017, the last full weekend in February remains February 24-26, 2017; and

WHEREAS, the Baldwin County Commission is desirous to provide for said “Severe Weather Preparedness Tax Holiday” to exempt covered items defined in Code of Alabama, 1975, as amended, Sections 40-23-230 through 40-23-233 from all County sales and use taxes for the last full weekend in February 2017; and

WHEREAS, today’s regular meeting of the Baldwin County Commission, held on December 6, 2016, is at least thirty (30) days prior to the last full weekend in February, 2017; now therefore;

BE IT RESOLVED, BY THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, IN REGULAR SESSION ASSEMBLED, That, pursuant to the authority provided in Code of Alabama, 1975, as amended, Section 40-23-230 through 40-23-233, the Baldwin County Commission, by and through this resolution, hereby exempts certain covered items defined in the Code of Alabama, 1975, as amended, Sections 40-23-230 through 40-23-233 from all County sales and use taxes with said exemption commencing at 12:01 a.m. on the last Friday in February, 2017 (February 24, 2017) and expiring at twelve midnight on the following Sunday in February, 2017 (February 26, 2017).

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 6th day of December, 2016.

T. Christopher Elliott, Chairman

ATTEST:

Ronald J. Cink, County Administrator

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	FINANCE/ACCOUNTING
Item Status:	New
Submitted By:	Kimberly Creech
From:	Kimberly Creech, Clerk/Treasurer John Marino, Chief Compliance Officer
ITEM TITLE	
Publication of Annual Fiscal Year 2016 Unaudited Financial Statement Once in All Gulf Coast Newspapers	
STAFF RECOMMENDATION	
Approve the publication of the Fiscal Year 2016 unaudited financial statement once in all Gulf Coast Newspapers.	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	Yes
Date(s) of Previous Commission Action:	12/01/2015
As required by the <u>Code of Alabama</u> 1975, Section 11-3-21, the Commission must formally approve publication of the unaudited financial statement in a newspaper of general circulation. At the time of writing this agenda, the unaudited financial statement is not complete.	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	\$2,600.00
Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	51700.5253
Balance remaining in the line item after recommended expenditure:	\$400.00
Does the recommendation create a need	No

for continued funding which is not included in the current budget?	
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	Yes
Name(s) of newspaper:	Gulf Coast Newspapers
Is proof of publication attached?	Yes
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	No
What is the justification for approving the recommendation?	Financial Statement has not been published; Commission approval is required first.
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	Yes
Required Action and Time Line for Implementation:	The document must be published by all Gulf Coast Newspapers by December 31, 2016.
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	John Marino, Finance and Accounting - Ensure documents are signed for confirmation and attestation and forward documents for publication in all Gulf Coast Newspapers.
ATTACHMENTS	
1. Code of Alabama 11-3-21 Statement of Financial Status.pdf	
APPROVALS	
Budget	Christie Davis 11/16/2016 10:29:23 AM
Personnel	
Administration	Anu Gary 11/16/2016 11:31:36 AM
Chairman and County Administrator	Chris Elliott 11/16/2016 4:33:15 PM

--	--

Section 11-3-21**Statement of financial status - Required.**

As soon as practical after closing the fiscal year, but no later than December 31 of each year, the county commission shall have published in a newspaper of general circulation in the county a statement of the county's financial status for the 12-month period ending on September 30 of that year, which statement shall include at a minimum all of the following:

- (1) An itemized report of the county's receipts by source and disbursements by functions or purposes or both.
- (2) The outstanding indebtedness of the county of any kind or character.
- (3) The schedule by years for retiring indebtedness, separating funded indebtedness from unfunded indebtedness.
- (4) The resources available to pay unfunded indebtedness.

(Code 1876, §750; Code 1886, §830; Code 1896, §962; Code 1907, §3317; Acts 1919, No. 330, p. 451; Code 1923, §6766; Acts 1927, No. 592, p. 691; Acts 1935, No. 524, p. 1111; Acts 1936-37, Ex. Sess., No. 216, p. 258; Code 1940, T. 12, §22; Act 2007-488, p. 1037, §1.)

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	ENVIRONMENTAL MANAGEMENT (SOLID WASTE)
Item Status:	New
Submitted By:	Terri L. Graham
From:	Terri Graham, Development and Environmental Director

ITEM TITLE

Magnolia Landfill NPDES Draft Permit #AL0069345

STAFF RECOMMENDATION

Take the following action:

- 1) Authorize Terri Graham, Development and Environmental Director, to respond to the Alabama Department of Environmental Management's (ADEM) request for comments on the draft NPDES Permit No. AL0069345 received by the Baldwin County Commission November 14, 2016.
- 2) Authorize the review of the same by both the Solid Waste Department as well as CDG Engineers and Associates, with the engineering firm responsible for submitting the original permit application.
- 3) Accept the permit changes outlined in the draft permit submitted to the Baldwin County Commission by ADEM.

BACKGROUND INFORMATION

Previous Commission Action/Background Information:	No
<p>This permit includes a few changes that should be brought to your attention. These primary changes are as follows:</p> <ul style="list-style-type: none"> · Reporting must now be completed on a monthly frequency instead of the previous quarterly reporting. · Discharge point DSN0011 replaces DSN001Q. · Discharge point DSN0011 contains the need for nitrogen and phosphorus to be sampled as recorded in a 	

“report only” (i.e., no numerical limitations) manner.

- Discharge points 001A and 001B have been added to the permit. While these are the same physical point, they are given two identifiers as they represent two different operating conditions.

- Discharge point 001A is to be considered when there is no discharge from the stormwater pond and the sampling and reporting requirements for this newly defined discharge can be found on pages 3 and 4 of the draft permit document.

- Discharge point 001B is to be considered when there is a discharge from the stormwater pond and the sampling and reporting requirements for this newly defined discharge can be found on pages 5 and 6 of the draft permit document.

- Submission requirements noted in Part 1, C, 1, c on pages 8 and 9 of the draft permit have been modified to require submission via the E2 online system.

- Part 1, C, 1, e from the previous permit relating to extended periods of “no discharge” conditions has been removed as monthly reporting, even for no discharges, is now required.

Also the values listed for DSN001B on Page 5 of 24 contain an error. The data shown in the “daily minimum” column should actually be presented as the “Monthly Average” values.

FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
What is the strategic objective and how does the recommendation address this goal?	N/A
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	N/A
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	Yes
Required Action and Time Line for Implementation:	Terri Graham, respond to ADEM within 30 days of letter receipt.
ATTACHMENTS	

1. 20161114 - ADEM - Draft Permit - NPDES Permit Number AL0069345 - Request for Comments.pdf	
APPROVALS	
Budget	
Personnel	
Administration	Anu Gary 11/16/2016 12:12:35 PM
Chairman and County Administrator	Chris Elliott 11/16/2016 4:47:13 PM



Alabama Department of Environmental Management

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MONTGOMERY, ALABAMA 36130-1463



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11/22/2016 Item D1

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BY: BV

MR. J TUCKER
CHAIRMAN, BALDWIN COUNTY COMMISSION
MAGNOLIA SANITARY LANDFILL
312 COURTHOUSE SQUARE
SUITE 12
BAY MINETTE, AL 36507

4 BCC
TG

LANCE R. LEFLEUR
DIRECTOR



ROBERT J. BENTLEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

OCTOBER 11, 2016

MR J. TUCKER DORSEY
CHAIRMAN, BALDWIN COUNTY COMMISSION
MAGNOLIA SANITARY LANDFILL
PO BOX 1488
BAY MINETTE AL 36507

RE: DRAFT PERMIT
NPDES PERMIT NUMBER AL0069345

Dear Mr. Dorsey:

Transmitted herein is a draft of the referenced permit.

We would appreciate your comments on the permit within **30 days** of the date of this letter. Please direct any comments of a technical or administrative nature to the undersigned.

By copy of this letter and the draft permit, we are also requesting comments within the same time frame from EPA.

Our records indicate that you are currently utilizing the Department's web-based electronic environmental (E2) reporting system for submittal of discharge monitoring reports (DMRs). Your E2 DMRs will automatically update on the effective date of this permit, if issued.

The Alabama Department of Environmental Management encourages you to voluntarily consider pollution prevention practices and alternatives at your facility. Pollution Prevention may assist you in complying with effluent limitations, and possibly reduce or eliminate monitoring requirements.

If you have questions regarding this permit or monitoring requirements, please contact Latoya Hall by e-mail at lahall@adem.alabama.gov or by phone at (334) 394-4366.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Ramsey", is written over a white rectangular area.

Scott Ramsey, Chief
Industrial Section
Industrial/Municipal Branch
Water Division

Enclosure: Draft Permit

pc via website:

Montgomery Field Office
EPA Region IV
U.S. Fish & Wildlife Service
AL Historical Commission
Advisory Council on Historic Preservation
Department of Conservation and Natural Resources

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)



Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)



NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT

PERMITTEE: MAGNOLIA SANITARY LANDFILL / BALDWIN COUNTY COMMISSION

FACILITY LOCATION: 15140 COUNTY ROAD 49
SUMMERDALE, AL 36580

PERMIT NUMBER: AL0069345

RECEIVING WATERS: DSN001: UNNAMED TRIBUTARY TO BARNER BRANCH

In accordance with and subject to the provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251-1388 (the "FWPCA"), the Alabama Water Pollution Control Act, as amended, Code of Alabama 1975, §§ 22-22-1 to 22-22-14 (the "AWPCA"), the Alabama Environmental Management Act, as amended, Code of Alabama 1975, §§22-22A-1 to 22-22A-17, and rules and regulations adopted thereunder, and subject further to the terms and conditions set forth in this permit, the Permittee is hereby authorized to discharge into the above-named receiving waters.

ISSUANCE DATE:

EFFECTIVE DATE:

EXPIRATION DATE:

Draft

Alabama Department of Environmental Management

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PART I DISCHARGE LIMITATIONS, CONDITIONS, AND REQUIREMENTS**A. DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS**

During the period beginning on the effective date of this permit and lasting through the expiration date of this permit, the permittee is authorized to discharge from the following point source(s) outfall(s), described more fully in the permittee's application:

DSN0011: Stormwater runoff that contains landfill wastewater as defined by 40 CFR 445. 3/

Such discharge shall be limited and monitored by the permittee as specified below:

<u>EFFLUENT CHARACTERISTIC</u>	<u>DISCHARGE LIMITATIONS</u>			<u>MONITORING REQUIREMENTS 1/</u>				
	<u>Monthly Average</u>	<u>Daily Maximum</u>	<u>Daily Minimum</u>	<u>Monthly Average</u>	<u>Daily Maximum</u>	<u>Measurement Frequency 2/</u>	<u>Sample Type</u>	<u>Seasonal</u>
BOD, 5-Day (20 Deg. C)	-	-	-	-	REPORT mg/l	Monthly	Grab	-
pH	-	-	REPORT S.U.	-	REPORT S.U.	Monthly	Grab	-
Solids, Total Suspended	-	-	-	-	REPORT mg/l	Monthly	Grab	-
Oil & Grease	-	-	-	-	15 mg/l	Monthly	Grab	-
Nitrogen, Total (As N)	-	-	-	-	REPORT mg/l	Monthly	Grab	-
Nitrogen, Ammonia Total (As N)	-	-	-	-	REPORT mg/l	Monthly	Grab	-
Phosphorus, Total (As P)	-	-	-	-	REPORT mg/l	Monthly	Grab	-
Flow, In Conduit or Thru Treatment Plant	-	REPORT MGD	-	-	-	Monthly	Instantaneous	-

THE DISCHARGE SHALL HAVE NO SHEEN, AND THERE SHALL BE NO DISCHARGE OF VISIBLE OIL, FLOATING SOLIDS OR VISIBLE FOAM IN OTHER THAN TRACE AMOUNTS.

- 1/ Samples collected to comply with the monitoring requirements specified above shall be collected at the following location: At the nearest accessible location just prior to discharge and after final treatment. Unless otherwise specified, composite samples shall be time composite samples collected using automatic sampling equipment or a minimum of eight (8) equal volume grab samples collected over equal time intervals. All composite samples shall be collected for the total period of discharge not to exceed 24 hours.
- 2/ If only one sampling event occurs during a month, the sample result shall be reported on the discharge monitoring report as both the monthly average and daily maximum value for all parameters with a monthly average limitation.
- 3/ See Part IV.A for Best Management Practices (BMP) Plan Requirements.

During the period beginning on the effective date of this permit and lasting through the expiration date of this permit, the permittee is authorized to discharge from the following point source(s) outfall(s), described more fully in the permittee's application:

DSN0011 (continued): Stormwater runoff that contains landfill wastewater as defined by 40 CFR 445. 3/

Such discharge shall be limited and monitored by the permittee as specified below:

<u>EFFLUENT CHARACTERISTIC</u>	<u>DISCHARGE LIMITATIONS</u>				<u>MONITORING REQUIREMENTS 1/</u>			
	<u>Monthly Average</u>	<u>Daily Maximum</u>	<u>Daily Minimum</u>	<u>Monthly Average</u>	<u>Daily Maximum</u>	<u>Measurement Frequency 2/</u>	<u>Sample Type</u>	<u>Seasonal</u>
E. Coli	-	-	-	-	REPORT col/100mL	Monthly	Grab	-
Solids, Total Dissolved	-	-	-	-	REPORT mg/l	Monthly	Grab	-
Chemical Oxygen Demand (COD)	-	-	-	-	REPORT mg/l	Monthly	Grab	-

THE DISCHARGE SHALL HAVE NO SHEEN, AND THERE SHALL BE NO DISCHARGE OF VISIBLE OIL, FLOATING SOLIDS OR VISIBLE FOAM IN OTHER THAN TRACE AMOUNTS.

- 1/ Samples collected to comply with the monitoring requirements specified above shall be collected at the following location: At the nearest accessible location just prior to discharge and after final treatment. Unless otherwise specified, composite samples shall be time composite samples collected using automatic sampling equipment or a minimum of eight (8) equal volume grab samples collected over equal time intervals. All composite samples shall be collected for the total period of discharge not to exceed 24 hours.
- 2/ If only one sampling event occurs during a month, the sample result shall be reported on the discharge monitoring report as both the monthly average and daily maximum value for all parameters with a monthly average limitation.
- 3/ See Part IV.A for Best Management Practices (BMP) Plan Requirements.

During the period beginning on the effective date of this permit and lasting through the expiration date of this permit, the permittee is authorized to discharge from the following point source(s) outfall(s), described more fully in the permittee's application:

DSN001A:Landfill wastewater as defined by 40 CFR 445. 3/

Such discharge shall be limited and monitored by the permittee as specified below:

<u>EFFLUENT CHARACTERISTIC</u>	<u>DISCHARGE LIMITATIONS</u>			<u>MONITORING REQUIREMENTS 1/</u>				
	<u>Monthly Average</u>	<u>Daily Maximum</u>	<u>Daily Minimum</u>	<u>Monthly Average</u>	<u>Daily Maximum</u>	<u>Measurement Frequency 2/</u>	<u>Sample Type</u>	<u>Seasonal</u>
BOD, 5-Day (20 Deg. C)	-	-	REPORT mg/l	-	REPORT mg/l	Once per Weekly Discharge	Grab	-
pH	-	-	REPORT S.U.	-	REPORT S.U.	Once per Weekly Discharge	Grab	-
Solids, Total Suspended	-	-	REPORT mg/l	-	REPORT mg/l	Once per Weekly Discharge	Grab	-
Nitrogen, Ammonia Total (As N)	-	-	REPORT mg/l	-	REPORT mg/l	Once per Weekly Discharge	Grab	-
Zinc, Total (As Zn)	-	-	REPORT mg/l	-	REPORT mg/l	Once per Weekly Discharge	Grab	-
Phenol, Single Compound	-	-	REPORT mg/l	-	REPORT mg/l	Once per Weekly Discharge	Grab	-
Flow, In Conduit or Thru Treatment Plant	REPORT MGD	REPORT MGD	-	-	-	Once per Weekly Discharge	Measured	-
P-Cresol	-	-	REPORT mg/l	-	REPORT mg/l	Once per Weekly Discharge	Grab	-

THE DISCHARGE SHALL HAVE NO SHEEN, AND THERE SHALL BE NO DISCHARGE OF VISIBLE OIL, FLOATING SOLIDS OR VISIBLE FOAM IN OTHER THAN TRACE AMOUNTS.

- 1/ Samples collected to comply with the monitoring requirements specified above shall be collected at the following location: At the nearest accessible location just prior to discharge and after final treatment. Unless otherwise specified, composite samples shall be time composite samples collected using automatic sampling equipment or a minimum of eight (8) equal volume grab samples collected over equal time intervals. All composite samples shall be collected for the total period of discharge not to exceed 24 hours.
- 2/ If only one sampling event occurs during a month, the sample result shall be reported on the discharge monitoring report as both the monthly average and daily maximum value for all parameters with a monthly average limitation.
- 3/ See Part IV.A for Best Management Practices (BMP) Plan Requirements.
- 4/ This outfall is to be monitored only **when there has been no discharge** at DSN0011 for the monitoring period. During those monitoring period when a discharge is reported for DSN0011 this outfall is not applicable, and the permittee shall report NODI=9 or *9 on the DMR for this outfall.

During the period beginning on the effective date of this permit and lasting through the expiration date of this permit, the permittee is authorized to discharge from the following point source(s) outfall(s), described more fully in the permittee's application:

DSN001A (continued): Landfill wastewater as defined by 40 CFR 445. 3/

Such discharge shall be limited and monitored by the permittee as specified below:

<u>EFFLUENT CHARACTERISTIC</u>	<u>DISCHARGE LIMITATIONS</u>			<u>MONITORING REQUIREMENTS 1/</u>				
	<u>Monthly Average</u>	<u>Daily Maximum</u>	<u>Daily Minimum</u>	<u>Monthly Average</u>	<u>Daily Maximum</u>	<u>Measurement Frequency 2/</u>	<u>Sample Type</u>	<u>Seasonal</u>
Benzoic Acids - Total	-	-	REPORT mg/l	-	REPORT mg/l	Once per Weekly Discharge	Grab	-
Alpha-Terpineol	-	-	REPORT mg/l	-	REPORT mg/l	Once per Weekly Discharge	Grab	-

THE DISCHARGE SHALL HAVE NO SHEEN, AND THERE SHALL BE NO DISCHARGE OF VISIBLE OIL, FLOATING SOLIDS OR VISIBLE FOAM IN OTHER THAN TRACE AMOUNTS.

- 1/ Samples collected to comply with the monitoring requirements specified above shall be collected at the following location: At the nearest accessible location just prior to discharge and after final treatment. Unless otherwise specified, composite samples shall be time composite samples collected using automatic sampling equipment or a minimum of eight (8) equal volume grab samples collected over equal time intervals. All composite samples shall be collected for the total period of discharge not to exceed 24 hours.
- 2/ If only one sampling event occurs during a month, the sample result shall be reported on the discharge monitoring report as both the monthly average and daily maximum value for all parameters with a monthly average limitation.
- 3/ See Part IV.A for Best Management Practices (BMP) Plan Requirements.
- 4/ This outfall is to be monitored only **when there has been no discharge** at DSN0011 for the monitoring period. During those monitoring period when a discharge is reported for DSN0011 this outfall is not applicable, and the permittee shall report NODI=9 or *9 on the DMR for this outfall.

During the period beginning on the effective date of this permit and lasting through the expiration date of this permit, the permittee is authorized to discharge from the following point source(s) outfall(s), described more fully in the permittee's application:

DSN001B:Landfill wastewater as defined by 40 CFR 445.3/ 4/

Such discharge shall be limited and monitored by the permittee as specified below:

<u>EFFLUENT CHARACTERISTIC</u>	<u>DISCHARGE LIMITATIONS</u>			<u>MONITORING REQUIREMENTS 1/</u>				
	<u>Monthly Average</u>	<u>Daily Maximum</u>	<u>Daily Minimum</u>	<u>Monthly Average</u>	<u>Daily Maximum</u>	<u>Measurement Frequency 2/</u>	<u>Sample Type</u>	<u>Seasonal</u>
BOD, 5-Day (20 Deg. C)	-	-	37 mg/l	-	140 mg/l	Once per Weekly Discharge	Grab	-
pH	-	-	6.0 S.U.	-	9.0 S.U.	Once per Weekly Discharge	Grab	-
Solids, Total Suspended	-	-	27 mg/l	-	88 mg/l	Once per Weekly Discharge	Grab	-
Nitrogen, Ammonia Total (As N)	-	-	4.9 mg/l	-	10 mg/l	Once per Weekly Discharge	Grab	-
Zinc, Total (As Zn)	-	-	0.11 mg/l	-	0.20 mg/l	Once per Weekly Discharge	Grab	-
Phenol, Single Compound	-	-	0.015 mg/l	-	0.026 mg/l	Once per Weekly Discharge	Grab	-
Flow, In Conduit or Thru Treatment Plant	REPORT MGD	REPORT MGD	-	-	-	Once per Weekly Discharge	Measured	-
P-Cresol	-	-	0.014 mg/l	-	0.025 mg/l	Once per Weekly Discharge	Grab	-

THE DISCHARGE SHALL HAVE NO SHEEN, AND THERE SHALL BE NO DISCHARGE OF VISIBLE OIL, FLOATING SOLIDS OR VISIBLE FOAM IN OTHER THAN TRACE AMOUNTS.

- 1/ Samples collected to comply with the monitoring requirements specified above shall be collected at the following location: At the nearest accessible location just prior to discharge and after final treatment. Unless otherwise specified, composite samples shall be time composite samples collected using automatic sampling equipment or a minimum of eight (8) equal volume grab samples collected over equal time intervals. All composite samples shall be collected for the total period of discharge not to exceed 24 hours.
- 2/ If only one sampling event occurs during a month, the sample result shall be reported on the discharge monitoring report as both the monthly average and daily maximum value for all parameters with a monthly average limitation.
- 3/ See Part IV.A for Best Management Practices (BMP) Plan Requirements.
- 4/ This outfall is to be monitored only **when a discharge occurs** at DSN0011 for the monitoring period. During those monitoring period when no discharge is reported for DSN0011 this outfall is not applicable, and the permittee shall report NODI=9 or *9 on the DMR for this outfall.

During the period beginning on the effective date of this permit and lasting through the expiration date of this permit, the permittee is authorized to discharge from the following point source(s) outfall(s), described more fully in the permittee's application:

DSN001B (continued): Landfill wastewater as defined by 40 CFR 445. 3/

Such discharge shall be limited and monitored by the permittee as specified below:

<u>EFFLUENT CHARACTERISTIC</u>	<u>DISCHARGE LIMITATIONS</u>			<u>MONITORING REQUIREMENTS 1/</u>				
	<u>Monthly Average</u>	<u>Daily Maximum</u>	<u>Daily Minimum</u>	<u>Monthly Average</u>	<u>Daily Maximum</u>	<u>Measurement Frequency 2/</u>	<u>Sample Type</u>	<u>Seasonal</u>
Benzoic Acids - Total	-	-	0.071 mg/l	-	0.12 mg/l	Once per Weekly Discharge	Grab	-
Alpha-Terpineol	-	-	0.016 mg/l	-	0.033 mg/l	Once per Weekly Discharge	Grab	-

THE DISCHARGE SHALL HAVE NO SHEEN, AND THERE SHALL BE NO DISCHARGE OF VISIBLE OIL, FLOATING SOLIDS OR VISIBLE FOAM IN OTHER THAN TRACE AMOUNTS.

- 1/ Samples collected to comply with the monitoring requirements specified above shall be collected at the following location: At the nearest accessible location just prior to discharge and after final treatment. Unless otherwise specified, composite samples shall be time composite samples collected using automatic sampling equipment or a minimum of eight (8) equal volume grab samples collected over equal time intervals. All composite samples shall be collected for the total period of discharge not to exceed 24 hours.
- 2/ If only one sampling event occurs during a month, the sample result shall be reported on the discharge monitoring report as both the monthly average and daily maximum value for all parameters with a monthly average limitation.
- 3/ See Part IV.A for Best Management Practices (BMP) Plan Requirements.
- 4/ This outfall is to be monitored only when a discharge occurs at DSN0011 for the monitoring period. During those monitoring period when no discharge is reported for DSN0011 this outfall is not applicable, and the permittee shall report NODI=9 or *9 on the DMR for this outfall.

B. DISCHARGE MONITORING AND RECORD KEEPING REQUIREMENTS

1. Representative Sampling

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge and shall be in accordance with the provisions of this permit.

2. Test Procedures

For the purpose of reporting and compliance, permittees shall use one of the following procedures:

- a. For parameters with an EPA established Minimum Level (ML), report the measured value if the analytical result is at or above the ML and report "0" for values below the ML. Test procedures for the analysis of pollutants shall conform to 40 CFR Part 136 and guidelines published pursuant to Section 304(h) of the FWPCA, 33 U.S.C. Section 1314(h). If more than one method for analysis of a substance is approved for use, a method having a minimum level lower than the permit limit shall be used. If the minimum level of all methods is higher than the permit limit, the method having the lowest minimum level shall be used and a report of less than the minimum level shall be reported as zero and will constitute compliance; however, should EPA approve a method with a lower minimum level during the term of this permit the permittee shall use the newly approved method.

- b. For pollutants parameters without an established ML, an interim ML may be utilized. The interim ML shall be calculated as 3.18 times the Method Detection Level (MDL) calculated pursuant to 40 CFR Part 136, Appendix B.

Permittees may develop an effluent matrix-specific ML, where an effluent matrix prevents attainment of the established ML. However, a matrix specific ML shall be based upon proper laboratory method and technique. Matrix-specific MLs must be approved by the Department, and may be developed by the permittee during permit issuance, reissuance, modification, or during compliance schedule.

In either case the measured value should be reported if the analytical result is at or above the ML and "0" reported for values below the ML.

- c. For parameters without an EPA established ML, interim ML, or matrix-specific ML, a report of less than the detection limit shall constitute compliance if the detection limit of all analytical methods is higher than the permit limit using the most sensitive EPA approved method. For the purpose of calculating a monthly average, "0" shall be used for values reported less than the detection limit.

The Minimum Level utilized for procedures A and B above shall be reported on the permittee's DMR. When an EPA approved test procedure for analysis of a pollutant does not exist, the Director shall approve the procedure to be used.

3. Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- a. The facility name and location, point source number, date, time and exact place of sampling;
- b. The name(s) of person(s) who obtained the samples or measurements;
- c. The dates and times the analyses were performed;
- d. The name(s) of the person(s) who performed the analyses;
- e. The analytical techniques or methods used, including source of method and method number; and
- f. The results of all required analyses.

4. Records Retention and Production

The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by the permit, and records of all data used to complete the above reports or the application for this permit, for a period of at least three years from the date of the sample measurement, report or application. This period may be extended by request of the Director at any time. If litigation or other enforcement action, under the AWPCA and/or the FWPCA, is ongoing which involves any of the above records, the records shall be kept until the litigation is resolved. Upon the written request of the Director or his designee, the permittee shall provide the Director with a copy of any record required to be retained by this paragraph. Copies of these records shall not be submitted unless requested.

All records required to be kept for a period of three years shall be kept at the permitted facility or an alternate location approved by the Department in writing and shall be available for inspection.

5. Monitoring Equipment and Instrumentation

All equipment and instrumentation used to determine compliance with the requirements of this permit shall be installed, maintained, and calibrated in accordance with the manufacturer's instructions or, in the absence of manufacturer's instructions, in accordance with accepted practices. The permittee shall develop and maintain quality assurance procedures to ensure proper operation and maintenance of all equipment and instrumentation. The quality assurance procedures shall include the proper use, maintenance, and installation, when appropriate, of monitoring equipment at the plant site.

C. DISCHARGE REPORTING REQUIREMENTS

1. Reporting of Monitoring Requirements

- a. The permittee shall conduct the required monitoring in accordance with the following schedule:

MONITORING REQUIRED MORE FREQUENTLY THAN MONTHLY AND MONTHLY shall be conducted during the first full month following the effective date of coverage under this permit and every month thereafter.

QUARTERLY MONITORING shall be conducted at least once during each calendar quarter. Calendar quarters are the periods of January through March, April through June, July through September, and October through December. The permittee shall conduct the quarterly monitoring during the first complete calendar quarter following the effective date of this permit and is then required to monitor once during each quarter thereafter. Quarterly monitoring may be done anytime during the quarter, unless restricted elsewhere in this permit, but it should be submitted with the last DMR due for the quarter, i.e., (March, June, September and December DMR's).

SEMIANNUAL MONITORING shall be conducted at least once during the period of January through June and at least once during the period of July through December. The permittee shall conduct the semiannual monitoring during the first complete calendar semiannual period following the effective date of this permit and is then required to monitor once during each semiannual period thereafter. Semiannual monitoring may be done anytime during the semiannual period, unless restricted elsewhere in this permit, but it should be submitted with the last DMR for the month of the semiannual period, i.e. (June and December DMR's).

ANNUAL MONITORING shall be conducted at least once during the period of January through December. The permittee shall conduct the annual monitoring during the first complete calendar annual period following the effective date of this permit and is then required to monitor once during each annual period thereafter. Annual monitoring may be done anytime during the year, unless restricted elsewhere in this permit, but it should be submitted with the December DMR.

- b. The permittee shall submit discharge monitoring reports (DMRs) on the forms provided by the Department and in accordance with the following schedule:

REPORTS OF MORE FREQUENTLY THAN MONTHLY AND MONTHLY TESTING shall be submitted on a **monthly** basis. The first report is due on the **28th day of (MONTH, YEAR)**. The reports shall be submitted so that they are received by the Department no later than the 28th day of the month following the reporting period.

REPORTS OF QUARTERLY TESTING shall be submitted on a **quarterly** basis. The first report is due on the **28th day of [Month, Year]**. The reports shall be submitted so that they are received by the Department no later than the 28th day of the month following the reporting period.

REPORTS OF SEMIANNUAL TESTING shall be submitted on a semiannual basis. The reports are due on the 28th day of JANUARY and the 28th day of JULY. The reports shall be submitted so that they are received by the Department no later than the 28th day of the month following the reporting period.

REPORTS OF ANNUAL TESTING shall be submitted on an annual basis. The first report is due on the 28th day of JANUARY. The reports shall be submitted so that they are received by the Department no later than the 28th day of the month following the reporting period.

- c. Except as allowed by Provision I.C.1.c.(1) or (2), the permittee shall submit all Discharge Monitoring Reports (DMRs) required by Provision I.C.1.b by utilizing the Department's web-based Electronic Environmental (E2) Reporting System.

- (1) If the permittee is unable to complete the electronic submittal of DMR data due to technical problems originating with the Department's E2 Reporting system (this could include entry/submittal issues with an entire set of DMRs or individual parameters), the permittee is not relieved of their obligation to submit DMR data to the Department by the date specified in Provision I.C.1.b, unless otherwise directed by the Department.

If the E2 Reporting System is down on the 28th day of the month in which the DMR is due or is down for an extended period of time, as determined by the Department, when a DMR is required to be submitted, the permittee may submit the data in an alternate manner and format acceptable to the Department. Preapproved alternate acceptable methods include faxing, e-mailing, mailing, or hand-delivery of data such that they are received by the required reporting date. Within 5 calendar days of the E2 Reporting System resuming operation, the permittee shall enter the data into the E2 Reporting System, unless an alternate timeframe is approved by the Department. An attachment should be included with the E2 DMR submittal verifying the original submittal date (date of the fax, copy of the dated e-mail, or hand-delivery stamped date), if applicable.

- (2) The permittee may submit a request to the Department for a temporary electronic reporting waiver for DMR submittals. The waiver request should include the permit number; permittee name; facility/site name; facility address; name, address, and contact information for the responsible official or duly authorized representative; a detailed statement regarding the basis for requesting such a waiver; and the duration for which the waiver is requested. Approved electronic reporting waivers are not transferable.

Permittees with an approved electronic reporting waiver for DMRs may submit hard copy DMRs for the period that the approved electronic reporting waiver request is effective. The permittee shall submit the Department-approved DMR forms to the address listed in Provision I.C.1.e.

- (3) If a permittee is allowed to submit a hard copy DMR, the DMR must be legible and bear an original signature. Photo and electronic copies of the signature are not acceptable and shall not satisfy the reporting requirements of this permit.
- (4) If the permittee, using approved analytical methods as specified in Provision I.B.2, monitors any discharge from a point source for a limited substance identified in Provision I.A. of this permit more frequently than required by this permit, the results of such monitoring shall be included in the calculation and reporting of values on the DMR and the increased frequency shall be indicated on the DMR.
- (5) In the event no discharge from a point source identified in Provision I.A. of this permit and described more fully in the permittee's application occurs during a monitoring period, the permittee shall report "No Discharge" for such period on the appropriate DMR.

- d. All reports and forms required to be submitted by this permit, the AWPCA and the Department's Rules, shall be electronically signed (or, if allowed by the Department, traditionally signed) by a "responsible official" of the permittee as defined in ADEM Administrative Code Rule 335-6-5-.14 or a "duly authorized representative" of such official as defined in ADEM Administrative Code Rule 335-6-5-.14 and shall bear the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- c. Discharge Monitoring Reports required by this permit, the AWPCA, and the Department's Rules that are being submitted in hard copy shall be addressed to:

**Alabama Department of Environmental Management
Permits and Services Division
Environmental Data Section
Post Office Box 301463
Montgomery, Alabama 36130-1463**

Certified and Registered Mail containing Discharge Monitoring Reports shall be addressed to:

**Alabama Department of Environmental Management
Permits and Services Division
Environmental Data Section
1400 Coliseum Boulevard
Montgomery, Alabama 36110-2400**

- f. All other correspondence and reports required to be submitted by this permit, the AWPCA, and the Department's Rules shall be addressed to:

Alabama Department of Environmental Management

Water Division
Post Office Box 301463
Montgomery, Alabama 36130-1463

Certified and Registered Mail shall be addressed to:

Alabama Department of Environmental Management
Water Division
1400 Coliseum Boulevard
Montgomery, Alabama 36110-2400

- g. If this permit is a re-issuance, then the permittee shall continue to submit DMRs in accordance with the requirements of their previous permit until such time as DMRs are due as discussed in Part I.E.1.b above.

I. Noncompliance Notification

a. 24-Hour Noncompliance Reporting

The permittee shall report to the Director, within 24-hours of becoming aware of the noncompliance, any noncompliance which may endanger health or the environment. This shall include but is not limited to the following circumstances:

- (1) does not comply with any daily minimum or maximum discharge limitation for an effluent characteristic specified in Provision I. A. of this permit which is denoted by an "(X)";
- (2) threatens human health or welfare, fish or aquatic life, or water quality standards;
- (3) does not comply with an applicable toxic pollutant effluent standard or prohibition established under Section 307(a) of the FWPCA, 33 U.S.C. Section 1317(a);
- (4) contains a quantity of a hazardous substance which has been determined may be harmful to public health or welfare under Section 311(b)(4) of the FWPCA, 33 U.S.C. Section 1321(b)(4);
- (5) exceeds any discharge limitation for an effluent characteristic as a result of an unanticipated bypass or upset; and
- (6) is an unpermitted direct or indirect discharge of a pollutant to a water of the state (unpermitted discharges properly reported to the Department under any other requirement are not required to be reported under this provision).

The permittee shall orally report the occurrence and circumstances of such discharge to the Director within 24-hours after the permittee becomes aware of the occurrence of such discharge. In addition to the oral report, the permittee shall submit to the Director or Designee a written report as provided in Part I.C.2.c no later than five (5) days after becoming aware of the occurrence of such discharge.

- b. If for any reason, the permittee's discharge does not comply with any limitation of this permit, the permittee shall submit to the Director or Designee a written report as provided in Part I.C.2.c below, such report shall be submitted with the next Discharge Monitoring Report required to be submitted by Part I.C.1 of this permit after becoming aware of the occurrence of such noncompliance.
- c. Any written report required to be submitted to the Director or Designee by Part I.C.2 a. or b. shall be submitted using a copy of the Noncompliance Notification Form provided with this permit and shall include the following information:
- (1) A description of the discharge and cause of noncompliance;
 - (2) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
 - (3) A description of the steps taken and/or being taken to reduce or eliminate the noncomplying discharge and to prevent its recurrence.

D. OTHER REPORTING AND NOTIFICATION REQUIREMENTS

1. Anticipated Noncompliance

The permittee shall give the Director written advance notice of any planned changes or other circumstances regarding a facility which may result in noncompliance with permit requirements.

2. Termination of Discharge

The permittee shall notify the Director, in writing, when all discharges from any point source(s) identified in Provision I. A. of this permit have permanently ceased. This notification shall serve as sufficient cause for instituting procedures for modification or termination of the permit.

3. Updating Information

- a. The permittee shall inform the Director of any change in the permittee's mailing address, telephone number or in the permittee's designation of a facility contact or office having the authority and responsibility to prevent and abate violations of the AWPCA, the Department's Rules, and the terms and conditions of this permit, in writing, no later than ten (10) days after such change. Upon request of the Director or his designee, the permittee shall furnish the Director with an update of any information provided in the permit application.
- b. If the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Director, it shall promptly submit such facts or information with a written explanation for the mistake and/or omission.

4. Duty to Provide Information

The permittee shall furnish to the Director, within a reasonable time, any information which the Director or his designee may request to determine whether cause exists for modifying, revoking and re-issuing, suspending, or terminating this permit, in whole or in part, or to determine compliance with this permit.

5. Cooling Water and Boiler Water Additives

- a. The permittee shall notify the Director in writing not later than thirty (30) days prior to instituting the use of any biocide corrosion inhibitor or chemical additive in a cooling or boiler system, not identified in the application for this permit, from which discharge is allowed by this permit. Notification is not required for additives that do not contain a heavy metal(s) as an active ingredient and that pass through a wastewater treatment system prior to discharge nor is notification required for additives that should not reasonably be expected to cause the cooling water or boiler water to exhibit toxicity as determined by analysis of manufacturer's data or testing by the permittee. Such notification shall include:
 - (1) name and general composition of biocide or chemical;
 - (2) 96-hour median tolerance limit data for organisms representative of the biota of the waterway into which the discharge will ultimately reach;
 - (2) quantities to be used;
 - (3) frequencies of use;
 - (4) proposed discharge concentrations; and
 - (6) EPA registration number, if applicable.
- b. The use of a biocide or additive containing tributyl tin, tributyl tin oxide, zinc, chromium or related compounds in cooling or boiler system(s), from which a discharge regulated by this permit occurs, is prohibited except as exempted below. The use of a biocide or additive containing zinc, chromium or related compounds may be used in special circumstances if (1) the permit contains limits for these substances, or (2) the applicant demonstrates during the application process that the use of zinc, chromium or related compounds as a biocide or additive will not pose a reasonable potential to violate the applicable State water quality standards for these substances. The use of any additive, not identified in this permit or in the application for this permit or not exempted from notification under this permit is prohibited, prior to a determination by the Department that permit modification to control discharge of the additive is not required or prior to issuance of a permit modification controlling discharge of the additive.

6. Permit Issued Based On Estimated Characteristics

- a. If this permit was issued based on estimates of the characteristics of a process discharge reported on an EPA NPDES Application Form 2D (EPA Form 3510-2D), the permittee shall complete and submit an EPA NPDES Application Form 2C (EPA Form 3510-2C) no later than two years after the date that discharge begins. Sampling required for completion of the Form 2C shall occur when a discharge(s) from the process(s) causing the new or increased discharge is occurring. If this permit was issued based on estimates concerning the composition of a stormwater discharge(s), the permittee shall perform the sampling required by EPA NPDES Application Form 2F (EPA Form 3510-2F) no later than one year after the industrial activity generating the stormwater discharge has been fully initiated.

- b. This permit shall be reopened if required to address any new information resulting from the completion and submittal of the Form 2C and or 2F.

E. SCHEDULE OF COMPLIANCE

1. The permittee shall achieve compliance with the discharge limitations specified in Provision I. A. in accordance with the following schedule:

COMPLIANCE SHALL BE ATTAINED ON THE EFFECTIVE DATE OF THIS PERMIT

2. No later than 14 calendar days following a date identified in the above schedule of compliance, the permittee shall submit either a report of progress or, in the case of specific actions being required by identified dates, a written notice of compliance or noncompliance. In the latter case, the notice shall include the cause of noncompliance, any remedial actions taken, and the probability of meeting the next scheduled requirement.

PART II OTHER REQUIREMENTS, RESPONSIBILITIES, AND DUTIES**A. OPERATIONAL AND MANAGEMENT REQUIREMENTS****1. Facilities Operation and Maintenance**

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of the permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities only when necessary to achieve compliance with the conditions of the permit.

2. Best Management Practices

- a. Dilution water shall not be added to achieve compliance with discharge limitations except when the Director or his designee has granted prior written authorization for dilution to meet water quality requirements.
- b. The permittee shall prepare, implement, and maintain a Spill Prevention, Control and Countermeasures (SPCC) Plan in accordance with 40 C.F.R. Section 112 if required thereby.
- c. The permittee shall prepare, submit for approval and implement a Best Management Practices (BMP) Plan for containment of any or all process liquids or solids, in a manner such that these materials do not present a significant potential for discharge, if so required by the Director or his designee. When submitted and approved, the BMP Plan shall become a part of this permit and all requirements of the BMP Plan shall become requirements of this permit.

3. Spill Prevention, Control, and Management

The permittee shall provide spill prevention, control, and/or management sufficient to prevent any spills of pollutants from entering a water of the state or a publicly or privately owned treatment works. Any containment system used to implement this requirement shall be constructed of materials compatible with the substance(s) contained and which shall prevent the contamination of groundwater and such containment system shall be capable of retaining a volume equal to 110 percent of the capacity of the largest tank for which containment is provided.

B. OTHER RESPONSIBILITIES**1. Duty to Mitigate Adverse Impacts**

The permittee shall promptly take all reasonable steps to mitigate and minimize or prevent any adverse impact on human health or the environment resulting from noncompliance with any discharge limitation specified in Provision I. A. of this permit, including such accelerated or additional monitoring of the discharge and/or the receiving waterbody as necessary to determine the nature and impact of the noncomplying discharge.

2. Right of Entry and Inspection

The permittee shall allow the Director, or an authorized representative, upon the presentation of proper credentials and other documents as may be required by law to:

- a. enter upon the permittee's premises where a regulated facility or activity or point source is located or conducted, or where records must be kept under the conditions of the permit;
- b. have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit;
- c. inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under the permit; and
- d. sample or monitor, for the purposes of assuring permit compliance or as otherwise authorized by the AWPCA, any substances or parameters at any location.

C. BYPASS AND UPSET**1. Bypass**

- a. Any bypass is prohibited except as provided in b. and c. below:
- b. A bypass is not prohibited if:
 - (1) It does not cause any discharge limitation specified in Provision I. A. of this permit to be exceeded;

- (2) It enters the same receiving stream as the permitted outfall; and
 - (3) It is necessary for essential maintenance of a treatment or control facility or system to assure efficient operation of such facility or system.
- c. A bypass is not prohibited and need not meet the discharge limitations specified in Provision I. A. of this permit if:
- (1) It is unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (2) There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime (this condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance); and
 - (3) The permittee submits a written request for authorization to bypass to the Director at least ten (10) days prior to the anticipated bypass (if possible), the permittee is granted such authorization, and the permittee complies with any conditions imposed by the Director to minimize any adverse impact on human health or the environment resulting from the bypass.
- d. The permittee has the burden of establishing that each of the conditions of Provision II.C.1.b. or c. have been met to qualify for an exception to the general prohibition against bypassing contained in a. and an exemption, where applicable, from the discharge limitations specified in Provision I. A. of this permit.
2. Upset
- a. A discharge which results from an upset need not meet the discharge limitations specified in Provision I. A. of this permit if:
- (1) No later than 24-hours after becoming aware of the occurrence of the upset, the permittee orally reports the occurrence and circumstances of the upset to the Director or his designee; and
 - (2) No later than five (5) days after becoming aware of the occurrence of the upset, the permittee furnishes the Director with evidence, including properly signed, contemporaneous operating logs, or other relevant evidence, demonstrating that (i) an upset occurred; (ii) the permittee can identify the specific cause(s) of the upset; (iii) the permittee's facility was being properly operated at the time of the upset; and (iv) the permittee promptly took all reasonable steps to minimize any adverse impact on human health or the environment resulting from the upset.
- b. The permittee has the burden of establishing that each of the conditions of Provision II. C.2.a. of this permit have been met to qualify for an exemption from the discharge limitations specified in Provision I.A. of this permit.

D. DUTY TO COMPLY WITH PERMIT, RULES, AND STATUTES

1. Duty to Comply
- a. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the AWPCA and the FWPCA and is grounds for enforcement action, for permit termination, revocation and reissuance, suspension, modification; or denial of a permit renewal application.
 - b. The necessity to halt or reduce production or other activities in order to maintain compliance with the conditions of the permit shall not be a defense for a permittee in an enforcement action.
 - c. The discharge of a pollutant from a source not specifically identified in the permit application for this permit and not specifically included in the description of an outfall in this permit is not authorized and shall constitute noncompliance with this permit.
 - d. The permittee shall take all reasonable steps, including cessation of production or other activities, to minimize or prevent any violation of this permit or to minimize or prevent any adverse impact of any permit violation.
 - e. Nothing in this permit shall be construed to preclude and negate the permittee's responsibility or liability to apply for, obtain, or comply with other ADEM, Federal, State, or Local Government permits, certifications, licenses, or other approvals.
2. Removed Substances
- Solids, sludges, filter backwash, or any other pollutant or other waste removed in the course of treatment or control of wastewaters shall be disposed of in a manner that complies with all applicable Department Rules.

3. Loss or Failure of Treatment Facilities

Upon the loss or failure of any treatment facilities, including but not limited to the loss or failure of the primary source of power of the treatment facility, the permittee shall, where necessary to maintain compliance with the discharge limitations specified in Provision I. A. of this permit, or any other terms or conditions of this permit, cease, reduce, or otherwise control production and/or all discharges until treatment is restored. If control of discharge during loss or failure of the primary source of power is to be accomplished by means of alternate power sources, standby generators, or retention of inadequately treated effluent, the permittee must furnish to the Director within six months a certification that such control mechanisms have been installed.

4. Compliance with Statutes and Rules

- a. This permit has been issued under ADEM Administrative Code, Chapter 335-6-6. All provisions of this chapter, that are applicable to this permit, are hereby made a part of this permit. A copy of this chapter may be obtained for a small charge from the Office of General Counsel, Alabama Department of Environmental Management, 1400 Coliseum Blvd., Montgomery, AL 36130.
- b. This permit does not authorize the noncompliance with or violation of any Laws of the State of Alabama or the United States of America or any regulations or rules implementing such laws. FWPCA, 33 U.S.C. Section 1319, and Code of Alabama 1975, Section 22-22-14.

E. PERMIT TRANSFER, MODIFICATION, SUSPENSION, REVOCATION, AND REISSUANCE

1. Duty to Reapply or Notify of Intent to Cease Discharge

- a. If the permittee intends to continue to discharge beyond the expiration date of this permit, the permittee shall file a complete permit application for reissuance of this permit at least 180 days prior to its expiration. If the permittee does not intend to continue discharge beyond the expiration of this permit, the permittee shall submit written notification of this intent which shall be signed by an individual meeting the signatory requirements for a permit application as set forth in ADEM Administrative Code Rule 335-6-6-.09.
- b. Failure of the permittee to apply for reissuance at least 180 days prior to permit expiration will void the automatic continuation of the expiring permit provided by ADEM Administrative Code Rule 335-6-6-.06 and should the permit not be reissued for any reason any discharge after expiration of this permit will be an unpermitted discharge.

2. Change in Discharge

- a. The permittee shall apply for a permit modification at least 180 days in advance of any facility expansion, production increase, process change, or other action that could result in the discharge of additional pollutants or increase the quantity of a discharged pollutant such that existing permit limitations would be exceeded or that could result in an additional discharge point. This requirement applies to pollutants that are or that are not subject to discharge limitations in this permit. No new or increased discharge may begin until the Director has authorized it by issuance of a permit modification or a reissued permit.
- b. The permittee shall notify the Director as soon as it is known or there is reason to believe:
 - (1) That any activity has occurred or will occur which would result in the discharge on a routine or frequent basis, of any toxic pollutant which is not limited in this permit, if that discharge will exceed the highest of the following notification levels:
 - (a) one hundred micrograms per liter;
 - (b) two hundred micrograms per liter for acrolein and acrylonitrile; five hundred micrograms per liter for 2,4-dinitrophenol and for 2-methyl-4,6-dini-trophenol; and one milligram per liter for antimony;
 - (c) five times the maximum concentration value reported for that pollutant in the permit application; or
 - (2) That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following notification levels:
 - (a) five hundred micrograms per liter;
 - (b) one milligram per liter for antimony;
 - (c) ten times the maximum concentration value reported for that pollutant in the permit application.

3. Transfer of Permit

This permit may not be transferred or the name of the permittee changed without notice to the Director and subsequent modification or revocation and reissuance of the permit to identify the new permittee and to incorporate any other changes as may be required under the FWPCA or AWPCA. In the case of a change in name, ownership or control of the permittee's premises only, a request for permit modification in a format acceptable to the Director is required at least 30 days prior to the change. In the case of a change in name, ownership or control of the permittee's premises accompanied by a change or proposed change in effluent characteristics, a complete permit application is required to be submitted to the Director at least 180 days prior to the change. Whenever the Director is notified of a change in name, ownership or control, he may decide not to modify the existing permit and require the submission of a new permit application.

4. Permit Modification and Revocation

- a. This permit may be modified or revoked and reissued, in whole or in part, during its term for cause, including but not limited to, the following:
 - (1) If cause for termination under Provision II. E. 5. of this permit exists, the Director may choose to revoke and reissue this permit instead of terminating the permit;
 - (2) If a request to transfer this permit has been received, the Director may decide to revoke and reissue or to modify the permit; or
 - (3) If modification or revocation and reissuance is requested by the permittee and cause exists, the Director may grant the request.
- b. This permit may be modified during its term for cause, including but not limited to, the following:
 - (1) If cause for termination under Provision II. E. 5. of this permit exists, the Director may choose to modify this permit instead of terminating this permit;
 - (2) There are material and substantial alterations or additions to the facility or activity generating wastewater which occurred after permit issuance which justify the application of permit conditions that are different or absent in the existing permit;
 - (3) The Director has received new information that was not available at the time of permit issuance and that would have justified the application of different permit conditions at the time of issuance;
 - (4) A new or revised requirement(s) of any applicable standard or limitation is promulgated under Sections 301(b)(2)(C), (D), (E), and (F), and 307(a)(2) of the FWPCA;
 - (5) Errors in calculation of discharge limitations or typographical or clerical errors were made;
 - (6) To the extent allowed by ADEM Administrative Code, Rule 335-6-6-.17, when the standards or regulations on which the permit was based have been changed by promulgation of amended standards or regulations or by judicial decision after the permit was issued;
 - (7) To the extent allowed by ADEM Administrative Code, Rule 335-6-6-.17, permits may be modified to change compliance schedules;
 - (8) To agree with a granted variance under 301(c), 301(g), 301(h), 301(k), or 316(a) of the FWPCA or for fundamentally different factors;
 - (9) To incorporate an applicable 307(a) FWPCA toxic effluent standard or prohibition;
 - (10) When required by the reopener conditions in this permit;
 - (11) When required under 40 CFR 403.8(e) (compliance schedule for development of pretreatment program);
 - (12) Upon failure of the state to notify, as required by Section 402(b)(3) of the FWPCA, another state whose waters may be affected by a discharge permitted by this permit;
 - (13) When required to correct technical mistakes, such as errors in calculation, or mistaken interpretations of law made in determining permit conditions; or
 - (14) When requested by the permittee and the Director determines that the modification has cause and will not result in a violation of federal or state law, regulations or rules.

5. Permit Termination

This permit may be terminated during its term for cause, including but not limited to, the following:

- a. Violation of any term or condition of this permit;
- b. The permittee's misrepresentation or failure to disclose fully all relevant facts in the permit application or during the permit issuance process or the permittee's misrepresentation of any relevant facts at any time;
- c. Materially false or inaccurate statements or information in the permit application or the permit;
- d. A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge;
- e. The permittee's discharge threatens human life or welfare or the maintenance of water quality standards;
- f. Permanent closure of the facility generating the wastewater permitted to be discharged by this permit or permanent cessation of wastewater discharge;
- g. New or revised requirements of any applicable standard or limitation that is promulgated under Sections 301(b)(2)(C), (D), (E), and (F), and 307(a)(2) of the FWPCA that the Director determines cannot be complied with by the permittee; or
- h. Any other cause allowed by the ADEM Administrative Code, Chapter 335-6-6.

6. Permit Suspension

This permit may be suspended during its term for noncompliance until the permittee has taken action(s) necessary to achieve compliance.

7. Request for Permit Action Does Not Stay Any Permit Requirement

The filing of a request by the permittee for modification, suspension or revocation of this permit, in whole or in part, does not stay any permit term or condition.

F. COMPLIANCE WITH TOXIC POLLUTANT STANDARD OR PROHIBITION

If any applicable effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is established under Section 307(a) of the FWPCA, 33 U.S.C. Section 1317(a), for a toxic pollutant discharged by the permittee and such standard or prohibition is more stringent than any discharge limitation on the pollutant specified in Provision I. A. of this permit, or controls a pollutant not limited in Provision I. A. of this permit, this permit shall be modified to conform to the toxic pollutant effluent standard or prohibition and the permittee shall be notified of such modification. If this permit has not been modified to conform to the toxic pollutant effluent standard or prohibition before the effective date of such standard or prohibition, the permittee shall attain compliance with the requirements of the standard or prohibition within the time period required by the standard or prohibition and shall continue to comply with the standard or prohibition until this permit is modified or reissued.

G. DISCHARGE OF WASTEWATER GENERATED BY OTHERS

The discharge of wastewater, generated by any process, facility, or by any other means not under the operational control of the permittee or not identified in the application for this permit or not identified specifically in the description of an outfall in this permit is not authorized by this permit.

PART III OTHER PERMIT CONDITIONS**A. CIVIL AND CRIMINAL LIABILITY****1. Tampering**

Any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained or performed under the permit shall, upon conviction, be subject to penalties as provided by the AWPCA.

2. False Statements

Any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be subject to penalties as provided by the AWPCA.

3. Permit Enforcement

a. Any NPDES permit issued or reissued by the Department is a permit for the purpose of the AWPCA and the FWPCA and as such any terms, conditions, or limitations of the permit are enforceable under state and federal law.

b. Any person required to have a NPDES permit pursuant to ADEM Administrative Code Chapter 335-6-6 and who discharges pollutants without said permit, who violates the conditions of said permit, who discharges pollutants in a manner not authorized by the permit, or who violates applicable orders of the Department or any applicable rule or standard of the Department, is subject to any one or combination of the following enforcement actions under applicable state statutes.

(1) An administrative order requiring abatement, compliance, mitigation, cessation, clean-up, and/or penalties;

(2) An action for damages;

(3) An action for injunctive relief; or

(4) An action for penalties.

c. If the permittee is not in compliance with the conditions of an expiring or expired permit the Director may choose to do any or all of the following provided the permittee has made a timely and complete application for reissuance of the permit:

(1) initiate enforcement action based upon the permit which has been continued;

(2) issue a notice of intent to deny the permit reissuance. If the permit is denied, the owner or operator would then be required to cease the activities authorized by the continued permit or be subject to enforcement action for operating without a permit;

(3) reissue the new permit with appropriate conditions; or

(4) take other actions authorized by these rules and AWPCA.

4. Relief from Liability

Except as provided in Provision II.C.1 (Bypass) and Provision II.C.2 (Upset), nothing in this permit shall be construed to relieve the permittee of civil or criminal liability under the AWPCA or FWPCA for noncompliance with any term or condition of this permit.

B. OIL AND HAZARDOUS SUBSTANCE LIABILITY

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities or penalties to which the permittee is or may be subject under Section 311 of the FWPCA, 33 U.S.C. Section 1321.

C. PROPERTY AND OTHER RIGHTS

This permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other private rights, trespass, or any infringement of federal, state, or local laws or regulations, nor does it authorize or approve the construction of any physical structures or facilities or the undertaking of any work in any waters of the state or of the United States.

D. AVAILABILITY OF REPORTS

Except for data determined to be confidential under Code of Alabama 1975, Section 22-22-9(c), all reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Department. Effluent data shall not be considered confidential.

E. EXPIRATION OF PERMITS FOR NEW OR INCREASED DISCHARGES

1. If this permit was issued for a new discharger or new source, this permit shall expire eighteen months after the issuance date if construction of the facility has not begun during the eighteen-month period.
2. If this permit was issued or modified to allow the discharge of increased quantities of pollutants to accommodate the modification of an existing facility and if construction of this modification has not begun during the eighteen month period after issuance of this permit or permit modification, this permit shall be modified to reduce the quantities of pollutants allowed to be discharged to those levels that would have been allowed if the modification of the facility had not been planned.
3. Construction has begun when the owner or operator has:
 - a. begun, or caused to begin as part of a continuous on-site construction program:
 - (1) any placement, assembly, or installation of facilities or equipment; or
 - (2) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
 - b. entered into a binding contractual obligation for the purpose of placement, assembly, or installation of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under the paragraph. The entering into a lease with the State of Alabama for exploration and production of hydrocarbons shall also be considered beginning construction.

F. COMPLIANCE WITH WATER QUALITY STANDARDS

1. On the basis of the permittee's application, plans, or other available information, the Department has determined that compliance with the terms and conditions of this permit should assure compliance with the applicable water quality standards.
2. Compliance with permit terms and conditions notwithstanding, if the permittee's discharge(s) from point sources identified in Provision I. A. of this permit cause or contribute to a condition in contravention of state water quality standards, the Department may require abatement action to be taken by the permittee in emergency situations or modify the permit pursuant to the Department's Rules, or both.
3. If the Department determines, on the basis of a notice provided pursuant to this permit or any investigation, inspection or sampling, that a modification of this permit is necessary to assure maintenance of water quality standards or compliance with other provisions of the AWPCA or FWPCA, the Department may require such modification and, in cases of emergency, the Director may prohibit the discharge until the permit has been modified.

G. GROUNDWATER

Unless specifically authorized under this permit, this permit does not authorize the discharge of pollutants to groundwater. Should a threat of groundwater contamination occur, the Director may require groundwater monitoring to properly assess the degree of the problem and the Director may require that the Permittee undertake measures to abate any such discharge and/or contamination.

H. DEFINITIONS

2. Average monthly discharge limitation - means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month (zero discharge days shall not be included in the number of "daily discharges" measured and a less than detectable test result shall be treated as a concentration of zero if the most sensitive EPA approved method was used).
3. Average weekly discharge limitation - means the highest allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week (zero discharge days shall not be included in the number of "daily discharges" measured and a less than detectable test result shall be treated as a concentration of zero if the most sensitive EPA approved method was used).
4. Arithmetic Mean - means the summation of the individual values of any set of values divided by the number of individual values.

5. AWPCA - means the Alabama Water Pollution Control Act.
6. BOD – means the five-day measure of the pollutant parameter biochemical oxygen demand.
7. Bypass - means the intentional diversion of waste streams from any portion of a treatment facility.
8. CBOD – means the five-day measure of the pollutant parameter carbonaceous biochemical oxygen demand.
9. Daily discharge - means the discharge of a pollutant measured during any consecutive 24-hour period in accordance with the sample type and analytical methodology specified by the discharge permit.
10. Daily maximum - means the highest value of any individual sample result obtained during a day.
11. Daily minimum - means the lowest value of any individual sample result obtained during a day.
12. Day - means any consecutive 24-hour period.
13. Department - means the Alabama Department of Environmental Management.
14. Director - means the Director of the Department.
15. Discharge - means "[t]he addition, introduction, leaking, spilling or emitting of any sewage, industrial waste, pollutant or other wastes into waters of the state". Code of Alabama 1975, Section 22-22-1(b)(8).
16. Discharge Monitoring Report (DMR) - means the form approved by the Director to accomplish reporting requirements of an NPDES permit.
17. DO – means dissolved oxygen.
18. 8HC – means 8-hour composite sample, including any of the following:
 - a. The mixing of at least 5 equal volume samples collected at constant time intervals of not more than 2 hours over a period of not less than 8 hours between the hours of 6:00 a.m. and 6:00 p.m. If the sampling period exceeds 8 hours, sampling may be conducted beyond the 6:00 a.m. to 6:00 p.m. period.
 - b. A sample continuously collected at a constant rate over period of not less than 8 hours between the hours of 6:00 a.m. and 6:00 p.m. If the sampling period exceeds 8 hours, sampling may be conducted beyond the 6:00 a.m. to 6:00 p.m. period.
19. EPA - means the United States Environmental Protection Agency.
20. FC – means the pollutant parameter fecal coliform.
21. Flow – means the total volume of discharge in a 24-hour period.
22. FWPCA - means the Federal Water Pollution Control Act.
23. Geometric Mean – means the Nth root of the product of the individual values of any set of values where N is equal to the number of individual values. The geometric mean is equivalent to the antilog of the arithmetic mean of the logarithms of the individual values. For purposes of calculating the geometric mean, values of zero (0) shall be considered one (1).
24. Grab Sample – means a single influent or effluent portion which is not a composite sample. The sample(s) shall be collected at the period(s) most representative of the discharge.
25. Indirect Discharger – means a nondomestic discharger who discharges pollutants to a publicly owned treatment works or a privately owned treatment facility operated by another person.
26. Industrial User – means those industries identified in the Standard Industrial Classification manual, Bureau of the Budget 1967, as amended and supplemented, under the category "Division D – Manufacturing" and such other classes of significant waste producers as, by regulation, the Director deems appropriate.
27. MGD – means million gallons per day.
28. Monthly Average – means, other than for fecal coliform bacteria, the arithmetic mean of the entire composite or grab samples taken for the daily discharges collected in one month period. The monthly average for fecal coliform bacteria is the geometric mean of daily discharge samples collected in a one month period. The monthly average for flow is the arithmetic mean of all flow measurements taken in a one month period.

29. New Discharger – means a person, owning or operating any building, structure, facility or installation:
 - a. from which there is or may be a discharge of pollutants;
 - b. that did not commence the discharge of pollutants prior to August 13, 1979, and which is not a new source; and
 - c. which has never received a final effective NPDES permit for dischargers at that site.
30. NH3-N – means the pollutant parameter ammonia, measured as nitrogen.
31. Permit application - means forms and additional information that is required by ADEM Administrative Code Rule 335-6-6-.08 and applicable permit fees.
32. Point source - means "any discernible, confined and discrete conveyance, including but not limited to any pipe, channel, ditch, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, . . . from which pollutants are or may be discharged." Section 502(14) of the FWPCA, 33 U.S.C. Section 1362(14).
33. Pollutant - includes for purposes of this permit, but is not limited to, those pollutants specified in Code of Alabama 1975, Section 22-22-1(b)(3) and those effluent characteristics specified in Provision I. A. of this permit.
34. Privately Owned Treatment Works – means any devices or system which is used to treat wastes from any facility whose operator is not the operator of the treatment works, and which is not a "POTW".
35. Publicly Owned Treatment Works – means a wastewater collection and treatment facility owned by the State, municipality, regional entity composed of two or more municipalities, or another entity created by the State or local authority for the purpose of collecting and treating municipal wastewater.
36. Receiving Stream – means the "waters" receiving a "discharge" from a "point source".
37. Severe property damage - means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
38. Significant Source – means a source which discharges 0.025 MGD or more to a POTW or greater than five percent of the treatment work's capacity, or a source which is a primary industry as defined by the U.S. EPA or which discharges a priority or toxic pollutant.
39. Solvent – means any virgin, used or spent organic solvent(s) identified in the P-Listed wastes (F001 through F005) specified in 40 CFR 261.31 that is used for the purpose of solubilizing other materials.
40. TKN – means the pollutant parameter Total Kjeldahl Nitrogen.
41. TON – means the pollutant parameter Total Organic Nitrogen.
42. TRC – means Total Residual Chlorine.
43. TSS – means the pollutant parameter Total Suspended Solids.
44. 24HC – means 24-hour composite sample, including any of the following:
 - a. the mixing of at least 12 equal volume samples collected at constant time intervals of not more than 2 hours over a period of 24 hours;
 - b. a sample collected over a consecutive 24-hour period using an automatic sampler composite to one sample. As a minimum, samples shall be collected hourly and each shall be no more than one twenty-fourth (1/24) of the total sample volume collected; or
 - c. a sample collected over a consecutive 24-hour period using an automatic composite sampler composited proportional to flow.
45. Upset - means an exceptional incident in which there is an unintentional and temporary noncompliance with technology-based permit discharge limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

46. Waters - means "[a]ll waters of any river, stream, watercourse, pond, lake, coastal, ground or surface water, wholly or partially within the state, natural or artificial. This does not include waters which are entirely confined and retained completely upon the property of a single individual, partnership or corporation unless such waters are used in interstate commerce." Code of Alabama 1975, Section 22-22-1(b)(2). Waters "include all navigable waters" as defined in Section 502(7) of the FWPCA, 22 U.S.C. Section 1362(7), which are within the State of Alabama.
47. Week - means the period beginning at twelve midnight Saturday and ending at twelve midnight the following Saturday.
48. Weekly (7-day and calendar week) Average – is the arithmetic mean of all samples collected during a consecutive 7-day period or calendar week, whichever is applicable. The calendar week is defined as beginning on Sunday and ending on Saturday. Weekly averages shall be calculated for all calendar weeks with Saturdays in the month. If a calendar week overlaps two months (i.e., the Sunday is in one month and the Saturday in the following month), the weekly average calculated for the calendar week shall be included in the data for the month that contains the Saturday.

I. SEVERABILITY

The provisions of this permit are severable, and if any provision of this permit or the application of any provision of this permit to any circumstance is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

PART IV ADDITIONAL REQUIREMENTS, CONDITIONS, AND LIMITATIONS**A. BEST MANAGEMENT PRACTICES (BMP) PLAN REQUIREMENTS****1. BMP Plan**

The permittee shall develop and implement a Best Management Practices (BMP) Plan which prevents, or minimizes the potential for, the release of pollutants from ancillary activities, including material storage areas; plant site runoff; in-plant transfer, process and material handling areas; loading and unloading operations, and sludge and waste disposal areas, to the waters of the State through plant site runoff; spillage or leaks; sludge or waste disposal; or drainage from raw material storage.

2. Plan Content

The permittee shall prepare and implement a best management practices (BMP) plan, which shall:

- a. Establish specific objectives for the control of pollutants:
 - (1) Each facility component or system shall be examined for its potential for causing a release of significant amounts of pollutants to waters of the State due to equipment failure, improper operation, natural phenomena such as rain or snowfall, etc.
 - (2) Where experience indicates a reasonable potential for equipment failure (e.g., a tank overflow or leakage), natural condition (e.g. precipitation), or circumstances to result in significant amounts of pollutants reaching surface waters, the plan should include a prediction of the direction, rate of flow, and total quantity of pollutants which could be discharged from the facility as a result of each condition or circumstance.
- b. Establish specific best management practices to meet the objectives identified under paragraph a. of this section, addressing each component or system capable of causing a release of significant amounts of pollutants to the waters of the State, and identifying specific preventative or remedial measures to be implemented;
- c. Establish a program to identify and repair leaking equipment items and damaged containment structures, which may contribute to contaminated stormwater runoff. This program must include regular visual inspections of equipment, containment structures and of the facility in general to ensure that the BMP is continually implemented and effective;
- d. Prevent the spillage or loss of fluids, oil, grease, gasoline, etc. from vehicle and equipment maintenance activities and thereby prevent the contamination of stormwater from these substances;
- e. Prevent or minimize stormwater contact with material stored on site;
- f. Designate by position or name the person or persons responsible for the day to day implementation of the BMP;
- g. Provide for routine inspections, on days during which the facility is manned, of any structures that function to prevent stormwater pollution or to remove pollutants from stormwater and of the facility in general to ensure that the BMP is continually implemented and effective;
- h. Provide for the use and disposal of any material used to absorb spilled fluids that could contaminate stormwater;
- i. Develop a solvent management plan, if solvents are used on site. The solvent management plan shall include as a minimum lists of the solvents on site; the disposal method of solvents used instead of dumping, such as reclamation, contract hauling; and the procedures for assuring that solvents do not routinely spill or leak into the stormwater;
- j. Provide for the disposal of all used oils, hydraulic fluids, solvent degreasing material, etc. in accordance with good management practices and any applicable state or federal regulations;
- k. Include a diagram of the facility showing the locations where stormwater exits the facility, the locations of any structure or other mechanisms intended to prevent pollution of stormwater or to remove pollutants from stormwater, the locations of any collection and handling systems;
- l. Provide control sufficient to prevent or control pollution of stormwater by soil particles to the degree required to maintain compliance with the water quality standard for turbidity applicable to the waterbody(s) receiving discharge(s) under this permit;
- m. Provide spill prevention, control, and/or management sufficient to prevent or minimize contaminated stormwater runoff. Any containment system used to implement this requirement shall be constructed of materials compatible with the substance(s) contained and shall prevent the contamination of groundwater. The containment system shall also be capable of retaining a volume equal to 110 percent of the capacity of the largest tank for which containment is provided;

- n. Provide and maintain curbing, diking or other means of isolating process areas to the extent necessary to allow segregation and collection for treatment of contaminated stormwater from process areas;
 - o. Be reviewed by plant engineering staff and the plant manager; and
 - p. Bear the signature of the plant manager.
3. Compliance Schedule
- The permittee shall have reviewed (and revised if necessary) and fully implemented the BMP plan as soon as practicable but no later than six months after the effective date of this permit.
4. Department Review
- a. When requested by the Director or his designee, the permittee shall make the BMP available for Department review.
 - b. The Director or his designee may notify the permittee at any time that the BMP is deficient and require correction of the deficiency.
 - c. The permittee shall correct any BMP deficiency identified by the Director or his designee within 30 days of receipt of notification and shall certify to the Department that the correction has been made and implemented.
5. Administrative Procedures
- a. A copy of the BMP shall be maintained at the facility and shall be available for inspection by representatives of the Department.
 - b. A log of the routine inspection required above shall be maintained at the facility and shall be available for inspection by representatives of the Department. The log shall contain records of all inspections performed for the last three years and each entry shall be signed by the person performing the inspection.
 - c. The permittee shall provide training for any personnel required to implement the BMP and shall retain documentation of such training at the facility. This documentation shall be available for inspection by representatives of the Department. Training shall be performed prior to the date that implementation of the BMP is required.
 - d. BMP Plan Modification. The permittee shall amend the BMP plan whenever there is a change in the facility or change in operation of the facility which materially increases the potential for the ancillary activities to result in a discharge of significant amounts of pollutants.
 - e. BMP Plan Review. The permittee shall complete a review and evaluation of the BMP plan at least once every three years from the date of preparation of the BMP plan. Documentation of the BMP Plan review and evaluation shall be signed and dated by the Plant Manager.

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
WATER DIVISION – INDUSTRIAL AND MUNICIPAL SECTIONS
NONCOMPLIANCE NOTIFICATION FORM

PERMITTEE NAME: _____ PERMIT NO: _____

FACILITY LOCATION: _____

DMR REPORTING PERIOD: _____

1. DESCRIPTION OF DISCHARGE: (Include outfall number (s))

2. DESCRIPTION OF NON-COMPLIANCE: (Attach additional pages if necessary):

LIST EFFLUENT VIOLATIONS (If applicable)			
Outfall Number (s)	NONCOMPLIANCE PARAMETER(S)	Result Reported (Include units)	Permit Limit (Include units)

LIST MONITORING / REPORTING VIOLATIONS (If applicable)		
Outfall Number (s)	NONCOMPLIANCE PARAMETER(S)	Monitoring / Reporting Violation (Provide description)

3. CAUSE OF NON-COMPLIANCE (Attach additional pages if necessary):

4. PERIOD OF NONCOMPLIANCE: (Include exact date(s) and time(s) or, if not corrected, the anticipated time the noncompliance is expected to continue):

5. DESCRIPTION OF STEPS TAKEN AND/OR BEING TAKEN TO REDUCE OR ELIMINATE THE NONCOMPLYING DISCHARGE AND TO PREVENT ITS RECURRENCE (attach additional pages if necessary):

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

NAME AND TITLE OF RESPONSIBLE OFFICIAL (type or print)

SIGNATURE OF RESPONSIBLE OFFICIAL / DATE SIGNED

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	ENVIRONMENTAL MANAGEMENT (SOLID WASTE)
Item Status:	New
Submitted By:	Terri L. Graham
From:	Terri Graham, Development and Environmental Director

ITEM TITLE

Baldwin Clean Sweep - March 4, 2017

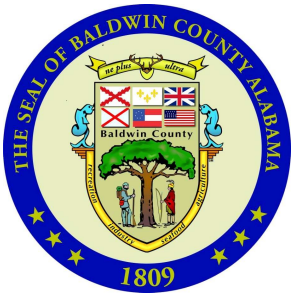
STAFF RECOMMENDATION

Authorize the Baldwin County Solid Waste Department (BCSW) to conduct “Baldwin Clean Sweep 2017” on Saturday, March 4, 2017, at the Magnolia Sanitary Landfill, MacBride Construction and Demolition Landfill, and the Bay Minette Transfer Station. Further, authorize the BCSW to implement the following operational changes, limited to the day of the Baldwin Clean Sweep 2017 event:

- 1) Accept waste materials such as Christmas trees, yard waste, construction debris, cardboard, tires, electronics, furniture, appliances, scrap metal, carpet, and other non-petruscible rubbish from Baldwin County residents at no charge; and
- 2) Maintain normal operating procedures for commercial waste disposal, petruscible waste disposal, and household hazardous waste disposal. Normal charges for commercial tire disposal will be in effect; and
- 3) Require proof of residency in Baldwin County to be demonstrated as well as requiring customers to furnish name, address, and telephone number from customers for waste materials to be accepted at no charge; and
- 4) Extend operating hours of the Magnolia Sanitary Landfill, MacBride Construction and Demolition Landfill, and the Bay Minette Transfer Station from the normal closing time of 12:00 PM to 3:00 PM as well as provide additional staffing to accomplish the longer operating times and added administrative requirements.; and
- 5) Advise citizens that the scale attendant and/or other BCSW staff members will provide

detailed instructions for unloading waste materials on the day of the event.	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	Yes
Date(s) of Previous Commission Action:	Annual Event
<p>The annual event will allow residents of Baldwin County to clean up their personal property/residence and to properly dispose of items described above free of charge.</p> <p>Residents are encouraged to utilize this opportunity to dispose of the materials described in the staff recommendation which reduces the number of illegal dumps and keeps Baldwin County beautiful.</p> <p>Baldwin County residents are advised that for this event, disposal activities will be modified slightly from normal procedures and BCSW staff will be present on the day of the event to provide detailed unloading and disposal instructions.</p>	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Administration Department - Post on social media and prepare a Press Release for the

	<p>week of February 27 - March 3, 2017.</p> <p>Solid Waste Department - Post information on website under Solid Waste Department pages and ensure staffing needs are met.</p>
ATTACHMENTS	
1. 2017 BALDWIN CLEAN SWEEP 3-4-17.doc	
APPROVALS	
Budget	
Personnel	
Administration	Anu Gary 11/16/2016 12:08:54 PM
Chairman and County Administrator	Chris Elliott 11/16/2016 4:46:45 PM



BALDWIN COUNTY SOLID WASTE

BALDWIN CLEAN SWEEP

SATURDAY, MARCH 4, 2017

7^{AM} – 3^{PM}

MAGNOLIA LANDFILL – 15140 CO RD 49, SUMMERDALE

MACBRIDE LANDFILL – 14200 CO RD 64, LOXLEY

BAY MINETTE TRANSFER STATION – 42901 NICHOLSVILLE RD, BAY MINETTE

ACCEPTABLE WASTE:

- | | |
|------------------------|-------------------------------|
| 1. YARD WASTE | 8. SCRAP METAL |
| 2. CONSTRUCTION DEBRIS | 9. CARPET |
| 3. CARDBOARD | 10. PAINT |
| 4. TIRES | 11. HOUSEHOLD HAZARDOUS WASTE |
| 5. ELECTRONICS | 12. OTHER NON-PUTRESCIBLE |
| 6. FURNITURE | WASTE |
| 7. APPLIANCES | |



BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	COMMUNICATIONS/INFORMATION SYSTEMS (CIS)
Item Status:	New
Submitted By:	Brian Peacock
From:	Brian Peacock, CIS Director

ITEM TITLE

Additional RF Site in Elberta/Lillian Area for P-25 Radio Network System

STAFF RECOMMENDATION

Discuss the estimated cost to improve coverage of the P-25 system in the Elberta/Lillian area for First Responders.

BACKGROUND INFORMATION

Previous Commission Action/Background Information:	No
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Motorola has provide a proposal for a five (5) Channel RF site located in the Elberta/Lillian area to increase the coverage of the existing P25 Radio Network. This site would improve the coverage of the P25 system where we are currently experiencing little to no coverage with the existing towers located around the area.

Five (5) Channel RF Site - \$439,000. Pricing based on the State of Alabama T300 Contract. Customer to provide their own backhaul to the Master Core. Customer to provide their own Building, Generator, and UPS. Proposal assumes the use of the American Tower Site for installation of the RF Site Equipment. Customer provided equipment are estimated to be \$50,000.00 which will be needed for start-up. A monthly rental cost for the tower site will also be required.

Pricing includes a 2 Year Post-Warranty Equipment Maintenance Contract. In the first year, the Warranty covers the Equipment Maintenance. Pricing includes a 3 Year SUAll agreement on this RF Site. SUAll starts upon implementation completion.

Lease-Purchase Options – 3 Years with 0% Financing.

	<u>Option 1</u>	<u>Option 2</u>
Lease Term	3 Years	5 Years
Payment Frequency	Annual	Annual
Lease Payment	\$146,334	\$89,463
Payment Due	First Payment due one year after Contract execution on both options.	
Interest - Year 4 & 5	N/A	3.23%
Pre-Payment Penalty	None	None

Offer valid until December 15, 2016 with Purchase Order and Signed Contract. Order would ship by the end of December.

FINANCIAL IMPACT

Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	\$489,000.00 estimated
Are there funds budgeted for this recommendation?	No
Does the recommendation create a need for continued funding which is not included in the current budget?	Yes
How will this funding requirement be met in the future?	additional budget

LEGAL IMPACT

Are there any legal documents required to be executed if this recommendation is approved?	No
--	----

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation?	No
---	----

CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016

Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
---	-----

POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
ATTACHMENTS	
1. BaldwinCountyCommission_RFSiteAdd_Elberta-Lillian_REVISED(11-15-16).pdf 2. AL-Baldwin_2016_Baldwin_P25_-_existing_Design_15_.pdf 3. AL-Baldwin_2016_Elberta_Design_6_American_Tower.pdf	
APPROVALS	
Budget	Christie Davis 11/16/2016 8:59:45 AM
Personnel	
Administration	Anu Gary 11/16/2016 11:17:10 AM
Chairman and County Administrator	Chris Elliott 11/16/2016 4:20:27 PM



Motorola Solutions, Inc.
21297 South Meadows Drive
Fairhope, Al. 36532

Telephone: +1 251 583 1071

November 15, 2016

Mr. Brian Peacock
CIS Director
Baldwin County Commission
312 Courthouse Square
Bay Minette, Al. 36507

Dear Brian,

Per your current request, here's the revised pricing for the Elberta/Lillian RF Site add to the existing P25 Radio Network .

Five (5) Channel RF Site - \$439,000. Pricing based on the State of Alabama T300 Contract. Price reduction from previous proposal is \$61,000 due to the removal of the Point to Point Microwave shot. Customer to provide their own backhaul to the Master Core. Customer to provide their own Building, Generator, and UPS. Proposal assumes the use of the American Tower Site for installation of the RF Site Equipment.

Pricing includes a 2 Year Post-Warranty Equipment Maintenance Contract. In the first year, the Warranty covers the Equipment Maintenance. Pricing includes a 3 Year SUAII agreement on this RF Site. SUAII starts upon implementation completion.

Lease-Purchase Options – 3 Years with 0% Financing.

	<u>Option 1</u>	<u>Option 2</u>
Lease Term	3 Years	5 Years
Payment Frequency	Annual	Annual
Lease Payment	\$146,334	\$89,463
Payment Due	First Payment due one year after Contract execution on both options.	
Interest - Year 4 & 5	N/A	3.23%
Pre-Payment Penalty	None	None

Offer valid until December 15, 2016 with Purchase Order and Signed Contract. Order would ship by the end of December.

Thank you for the opportunity to present this solution for your consideration. Full System Description to follow.

Let me know if you have question. Thanks for your business.



MOTOROLA SOLUTIONS

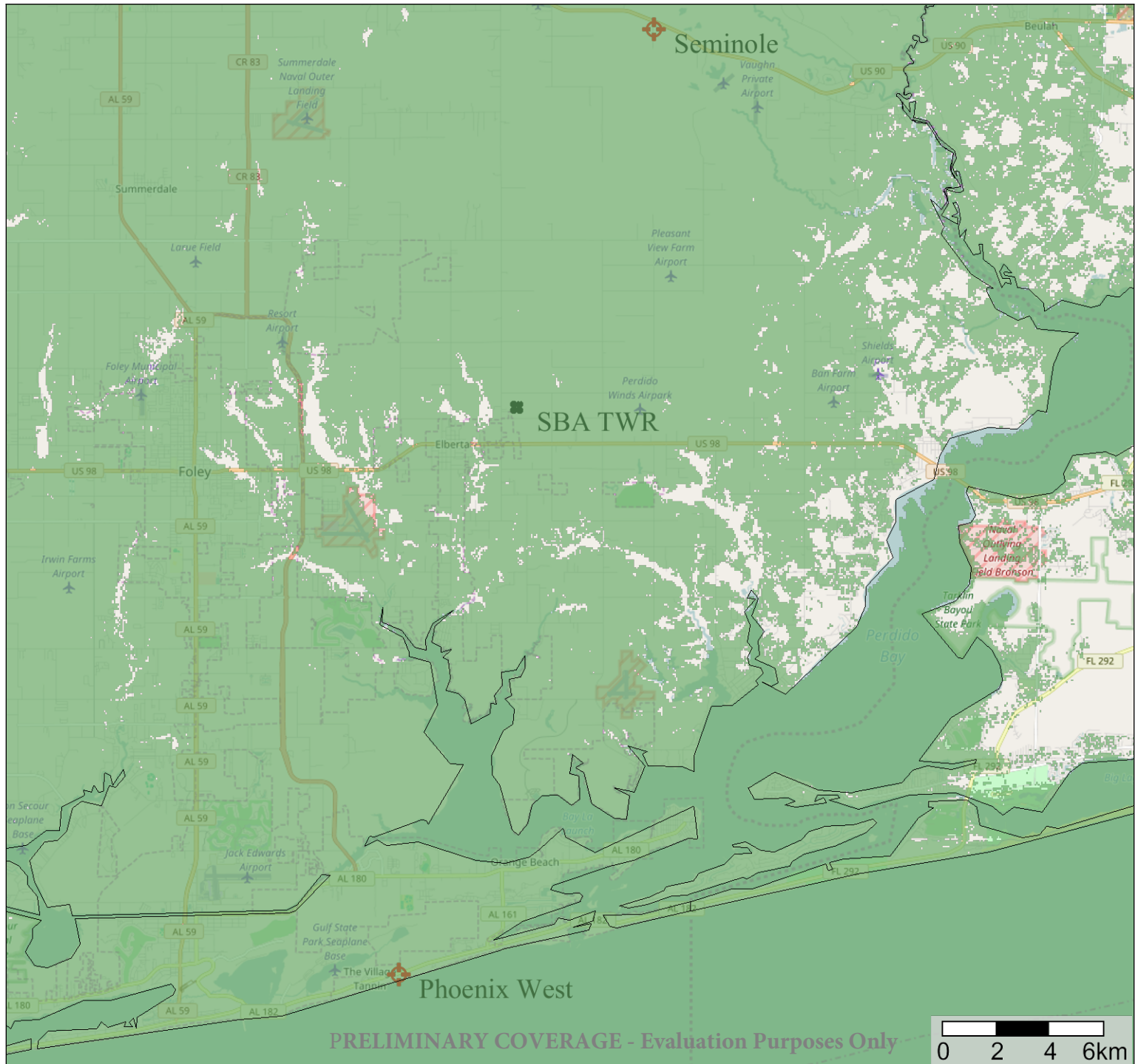
Motorola Solutions, Inc.
21297 South Meadows Drive
Fairhope, Al. 36532

Telephone: +1 251 583 1071

Richard M. Shelby
Motorola Solutions, Inc.
21297 South Meadows Drive
Fairhope, Al. 36532



AL-Baldwin - P25 Existing Coverage



© OpenStreetMap contributors.

Scale 1 : 207337

Legend

95% inbound APX4000 RSM-Street

APX4000 Portable w/RSM

Solution: AL-Baldwin 2016

Workspace: Baldwin P25 - new

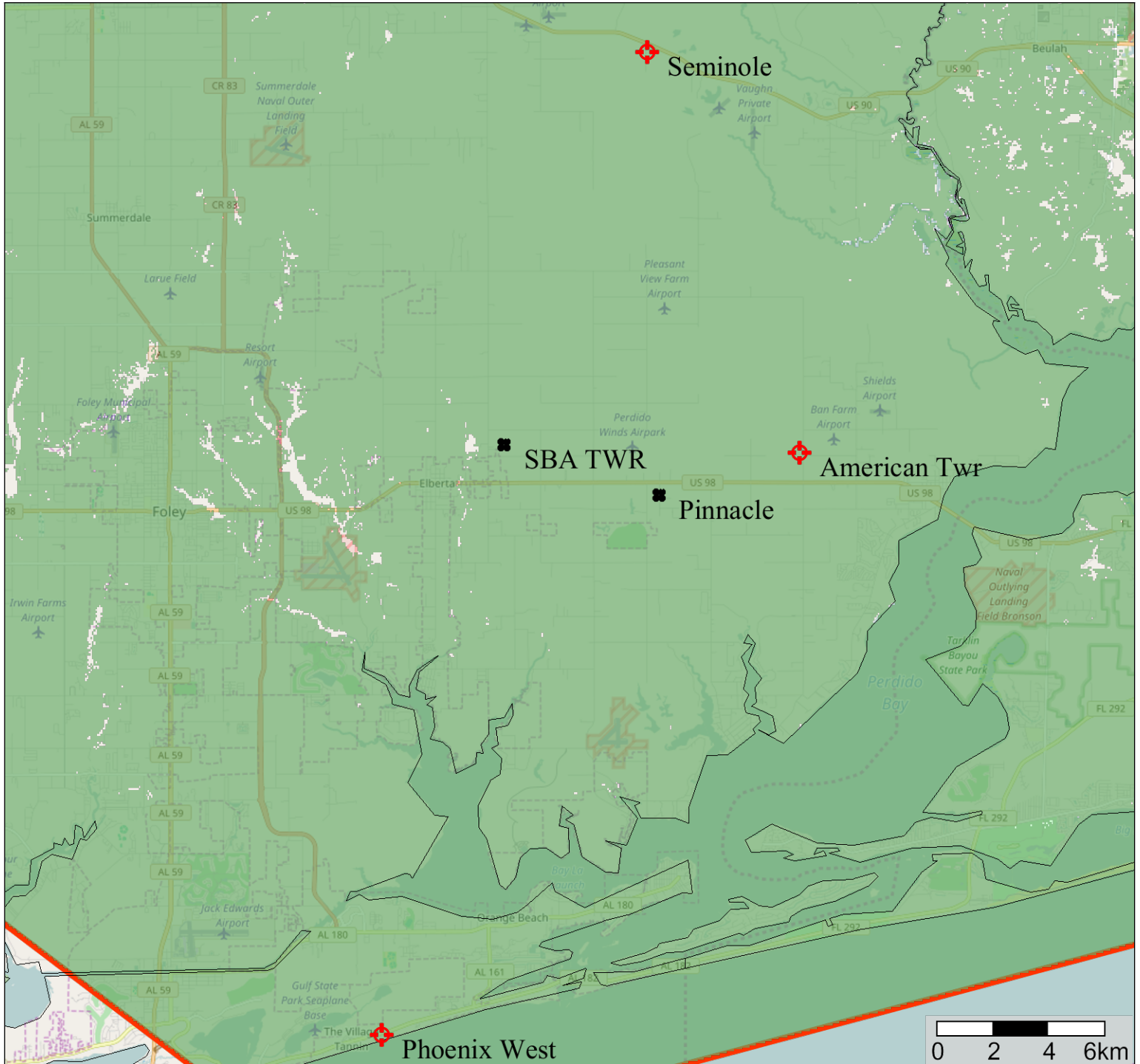
Design: Design 15

Job ID: 7684534849.1.Design 15

System version: 20160926, N/A, 1.99.1

Printed: 10/13/2016


AL-Baldwin P25 - Elberta Site



© OpenStreetMap contributors.

Scale 1 : 199703

Legend

 95% Area inbound APX4000 RSM-Street

Preliminary - Evaluation Purposes Only

Solution: AL-Baldwin 2016

Workspace: Elberta

Design: Design 6 American Tower

Job ID: 7734551761.1.Design 6 American Tower

System version: 20160926, N/A, 1.99.1

Printed: 11/10/2016

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	ADMINISTRATION
Item Status:	New
Submitted By:	Anu Gary
From:	Ronald J. Cink, County Administrator

ITEM TITLE

Designation/Appointment of Commissioners to Various Boards

STAFF RECOMMENDATION

Take the following actions:

1) Appoint Chairman Chris Elliott to various boards and for the term of office as Chairman of the Baldwin County Commission (November 1, 2016, to November 6, 2017), as follows:

Baldwin County Department of Archives and History Advisory Board
Baldwin County Pretrial Release and Community Corrections Board
Historic Blakeley Authority
South Alabama Rural Planning Organization

2) Appoint Commissioner Tucker Dorsey, to a board and for the term of office as Industrial and Civic Division Commissioner (November 3, 2016, to November 6, 2017), as follows:

Economic Development Authority Board

BACKGROUND INFORMATION

Previous Commission Action/Background Information:	No
<p>Alabama General Law, Baldwin County Local Law or other governing instrument requires the Chairman of the Baldwin County Commission to serve on various boards, as the Commission's representative, while serving as Chairman. Furthermore, Commissioners serve on various boards due to a variety of requirements or preferences.</p> <p>This item accomplishes the appointments of the Chairman and Commissioner(s) to various</p>	

boards.	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Administration - Update Boards List
ATTACHMENTS	
1. Baldwin County Department of Archives and History Advisory Board.pdf 2. Baldwin County Pretrial Release and Community Corrections Board.pdf 3. Historic Blakeley Authority.pdf 4. South Alabama Rural Planning Organization - RPO.pdf 5. Economic Development Authority Board.pdf	
APPROVALS	
Budget	
Personnel	
Administration	Brandy N. Volovecky 11/16/2016 2:31:46 PM
Chairman and County Administrator	Chris Elliott 11/16/2016 5:28:7 PM

11/22/2016 Item F1
BALDWIN COUNTY DEPARTMENT OF ARCHIVES AND HISTORY
ADVISORY BOARD

General Board Information:

Statutory authority - Act No. 98-579, as amended by Act No. 2000-275 (specifically Section 7)

Board composed of:

- (1) Chairman of Baldwin County Commission or designee of Baldwin County Commission
- (2) Presiding Circuit Judge of 28th Judicial Circuit or designee of Presiding Circuit Judge
- (3) Judge of Probate of Baldwin County or designee of Judge of Probate
- (4) Revenue Commissioner of Baldwin County or designee of Revenue Commissioner
- (5) Sheriff of Baldwin County or designee of Sheriff
- (6) Circuit Clerk of 28th Judicial Circuit or designee of Circuit Clerk
- (7) Citizen designated by Baldwin County Historical Society
- (8) Citizen designated by Baldwin County Genealogical Society

Historical Board Subject Information:

(Prior to the adoption of Act No. 98-579, as amended by Act No. 2000-275)

I.

The Baldwin County Commission established a "Records Management Board" to determine policies and procedures regarding the county's records.

The former "Records Management Board" never met and the Baldwin County Commission never established terms of office for the three citizens appointed, by the Baldwin County Commission, to this Board.

The "Records Management Board" was abolished by the Baldwin County Commission during their July 17, 1997, regular meeting.

II.

During the same July 17, 1997, regular meeting, the Baldwin County Commission abolished the former "Records Management Board" the Baldwin County Commission established, pursuant to the request of the Judge of Probate, a "County Archives Study Committee" to study the feasibility of creating a County Archives.

The "County Archives Study Committee" was tasked to determine if local (state) legislation was required to create such a County Archives.

The Alabama Legislature, by Local Act, adopted Act No. 98-579, as amended by Act No. 2000-275 which created the "Baldwin County Department of Archives and History."

The Baldwin County Commission never established terms of office for the five citizens appointed, by the Baldwin County Commission, to this Committee.

The "County Archives Study Committee" is inactive and not abolished.

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Tucker Dorsey Baldwin County Commission 312 Courthouse Square Bay Minette, AL 36507	Appointed 11/03/2015 to replace previous Chairman Charles Gruber	Term as Chairman	10/31/2016

REVISED: 11/03/2015 - akg

BALDWIN COUNTY PRETRIAL RELEASE AND COMMUNITY CORRECTIONS BOARD

General Board Information:

Statutory authority - Act No. 2005-135

Implementation instrument - *Resolution #2007-124 of the Baldwin County Commission* (July 19, 2007, regular meeting)
[The Baldwin County Commission implemented Act No. 2005-137 through the adoption of *Resolution #2007-124 of the Baldwin County Commission* during the July 19, 2007, regular meeting]

Composition of Board:

Section 3 (3) of Act No. 2005-135 provides for the following officers or their delegated representatives:

- [1] Presiding Circuit Court Judge
- [2] Chairman of the Baldwin County Commission
- [3] Sheriff
- [4] District Attorney
- [5] Circuit Clerk

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Tucker Dorsey, Chairman 312 Courthouse Square, Suite 12 Bay Minette, AL 36507	Appointed 11/03/2015 to replace previous Chairman Charles Gruber	Term as Chairman	10/31/2016

REVISED: 11/03/2015 - akg

HISTORIC BLAKELEY AUTHORITY

Post Office Box 7279
Spanish Fort, Alabama 36577-7279
Ms. Jo Ann Flirt, Director

General Board Information:

Board is composed of twenty-one (21) members

One (1) member shall be Chairman of Baldwin County Commission or Commissioner chosen by Baldwin County Commission
Term of Chairman of Baldwin County Commission or chosen Commissioner is for their term of office
Board operate & maintains Historic Blakeley State Park in Baldwin County, Alabama
Statutory Authority - §41-10-171, Code of Alabama 1975

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Tucker Dorsey, Chairman 312 Courthouse Square, Suite 12 Bay Minette, AL 36507	Appointed 11/03/2015 to replace previous Chairman Charles Gruber	Term as Chairman	10/31/2016

The Commission is not responsible for appointing the other members of the Historic Blakeley Authority.

REVISED: 11/03/2015 - akg

SOUTH ALABAMA RURAL PLANNING ORGANIZATION (RPO)

Contact: Tom Piper, Senior Transportation Planner
 South Alabama Regional Planning Commission
 P.O. Box 1665
 Mobile, Alabama 36633
 (251) 433-6541

General Board Information:

RPO seeks to establish a transportation planning process in the rural areas of South Alabama comprising the areas of Mobile County (AL), Baldwin County (AL) and Escambia County (AL), which are not included in the Mobile County Metropolitan Planning Organization (MPO) Study Area.

Member Governments in the RPO are: Baldwin County Commission, Escambia County Commission, Mobile County Commission, City of Gulf Shores, City of Orange Beach, City of Bay Minette, City of Daphne, City of Fairhope, City of Foley, City of Robertsdale, Town of Silverhill, Town of Magnolia Springs, City of Spanish Fort, Town of Summerdale, Town of Elberta, Town of Loxley, City of Brewton, City of East Brewton, Town of Flomaton, City of Atmore, Town of Riverview, Town of Pollard, Town of Dauphin Island, Town of Mount Vernon, City of Citronelle, Poarch Band of Creek Indians, MOWA Baldwin of Choctaw Indians and the Alabama Department of Transportation.

Policy Committee

Baldwin County Commission designates the Chairman of the Baldwin County Commission to the 'Policy Committee' of the RPO for service during the respective term of office for each Chairman of the Baldwin County Commission. Any member of the "Policy Committee," as designated by the Baldwin County Commission, must be a Baldwin County Commissioner.

Technical / Citizens Advisory Committee

Baldwin County Commission designates the Baldwin County Planning Director, Baldwin County Engineer and Baldwin County Rural Area Transportation Director to the 'Technical / Citizens Advisory Committee' of the RPO for their respective service during each person's tenure in such position.

Baldwin County Commission appoints one (1) citizen to the 'Technical / Citizens Advisory Committee' to a two (2) year term. The Baldwin County Commission can appoint any combination of staff or citizens and place the length of terms for each as they deem appropriate or change the combination thereof.

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Tucker Dorsey, Chairman 312 Courthouse Square, Suite 12 Bay Minette, AL 36507 Member of the Policy Committee	Appointed 11/03/2015 to replace previous Chairman Charles Gruber	*	10/31/2016
Vince Jackson Baldwin County Planning Director Member of the Technical/Citizens Advisory Committee	11/15/2011	**	**
Cal Markert Baldwin County Engineer Member of the Technical/Citizens Advisory Committee	05/01/2007	**	**

SOUTH ALABAMA RURAL PLANNING ORGANIZATION (RPO) – Cont.

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Taylor Rider Baldwin Regional Area Transit System Director Member of the Technical/Citizens Advisory Committee	05/01/2007	**	**
Stan Virden P. O. Box 475 Gulf Shores, AL 36547 Member of the Technical/Citizens Advisory Committee	Reappointed 11/15/2011 term continuing from 05/01/2011	2 years	05/01/2013

* Term continues for the respective terms of office for each Chairman of the Baldwin County Commission. *(Typically, term as Chairman expires the first Tuesday in November except in an election year, when the new Commission meets officially for the first time on the Tuesday, following election, i.e. the second Tuesday.)*

** Term continues for the respective period of service, to the Baldwin County Commission, as Director or Engineer.

***REVISED: 11/03/2015 - akg**

ECONOMIC DEVELOPMENT AUTHORITY BOARD

General Board Information:

Appointed by Baldwin County Commission
 Two (2) members who are Baldwin County Commissioners
 Term of One (1) member is Three (3) years
 Term of One (1) member is One (1) year
 Created by Baldwin County Commission on November 2, 1993
 Board serves as “vehicle” through which such members obtain appointment, as Commission representatives,
 to Board of Directors of the Baldwin County Economic Development Alliance, Inc.

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Charles F. Gruber, Commissioner 312 Courthouse Square, Suite 12 Bay Minette, AL 36507	Appointed 11/03/2015 (This appointment also serves as an Honorary Member of the Baldwin County Economic Development Alliance, Inc.)	Term of Office as Industrial and Civic Division Commissioner	10/31/2016
VACANT POSITION As a result of the BCC not appointing anyone during the 02/15/2005 BCC meeting to replace former Commissioner Mary Frances Stewart	Appointed 11/19/2002 to replace Commissioner Frank Burt, Jr. with said term to become effective on 12/31/2002	1 year	12/31/2003

*This board was initially established 11/02/93. The initial board will be set up as follows: Each of the six Chambers of Commerce will select three persons, with one person serving three years, one serving two years, and one serving one year. The County Commission will select two members to serve, one for three years and one for one year. The Mayors of incorporated municipalities will select a representative to serve for two years. The Chamber of Commerce Executives will, as a group, select two from among the Chamber Executives to serve, one for three years and one for one year. After any individual has served two consecutive terms for a period not more than six years, that person must retire from the Authority for at least one year. After the initial appointments, future replacements will serve for three year terms. Three others not represented by the geographic areas of Baldwin County of these four officers will be selected to complete the group known as the Executive Committee. The purpose for this is to have a seven person Executive Committee, representative of all of Baldwin County. This Authority would be responsible for negotiating a final contract with the County and setting goals and objectives. In addition, the Authority would be responsible for establishing policies, budget decisions and managing the staff, as well as hiring and dismissal of the Executive Director who is responsible for managing the staff.

 ** According to David Brewer, Economic Development Alliance changed their by-laws wherein one of the members are non-voting. Because the Commission has recently been downsized from 7 to 4 members and because we aren't sure how many Commissioners there will be for the November 2006 election, Commissioner Burt is appointed just until Nov. 8, 2005, in essence, finishing out the term of former Commissioner Perdue. – 02/21/05, lgr.

***REVISED: 11/03/2015 - akg**

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	ADMINISTRATION
Item Status:	New
Submitted By:	Christie Davis
From:	Ron Cink, County Administrator/Budget Director
ITEM TITLE	
Appropriation Agreements Aligned to the Baldwin County Fiscal year 2016-2017 County Budget	
STAFF RECOMMENDATION	
<p>As related to, and as authorized by, the Baldwin County Fiscal year 2016-2017 Budget (Resolution #2016-117 and Resolution #2016-118), execute Agreements between the Baldwin County Commission and the below indicated entities to appropriate county public funds for activities benefiting a myriad of public purposes as set forth within each Agreement, respectively, said entities as follows:</p> <ol style="list-style-type: none"> 1) Baldwin County Soil and Water Conservation District (not to exceed \$64,438) 2) Alabama Cooperative Extension Service (not to exceed \$53,854 as conveyable and \$2,400 as non-conveyable) 3) Bay Minette Rotary Club (not to exceed \$500) <p>The term, respectively, of each Agreement shall commence October 1, 2016, and expire September 30, 2017, and may be terminated per the parameters set forth therein.</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
<p>As contained within the Baldwin County Fiscal Year 2016-2017 Budget, there are numerous appropriations approved to be issued to several entities to serve public purposes. Agreements are attached to this agenda item for each entity.</p>	
FINANCIAL IMPACT	

Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	See above Staff Recommendation
Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	
Balance remaining in the line item after recommended expenditure:	
Does the recommendation create a need for continued funding which is not included in the current budget?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	Yes
Does this documentation require County Attorney's review and approval?	Yes
Has the documentation been reviewed and approved by the County Attorney?	No
Reason:	Item and agreements will be reviewed by the County Attorney prior to Regular Session.
Is this routine documentation reviewed and approved by Department Head?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Administration, send correspondence to: 1) Bill Penry, Chairman Baldwin County Soil and Water

	<p>Conservation District 207 Faulkner Drive Bay Minette, AL 36507</p> <p>2) Susan F. Wingard Alabama Cooperative Extension Service Baldwin County Office 302A Byrne Street Bay Minette, AL 36507</p> <p>3) Bay Minette Rotary Club Bay Minette Rotary Village 221 McMillan Road Bay Minette, AL 36507</p>
ATTACHMENTS	
<p>1. Baldwin County Soil and Water Conservation District (FY 2016-2017).doc 2. Alabama Cooperative Extension Service (FY 2016-2017).doc 3. Bay Minette Rotary Club (FY 2016-2017).doc</p>	
APPROVALS	
Budget	Christie Davis 11/8/2016 11:25:29 AM
Personnel	
Administration	Anu Gary 11/16/2016 7:53:36 AM
Chairman and County Administrator	Chris Elliott 11/16/2016 4:15:6 PM

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the BALDWIN COUNTY SOIL AND WATER CONSERVATION DISTRICT (hereinafter referred to as "BC SOIL AND WATER CONSERVATION DISTRICT") is a governmental subdivision of the State of Alabama and public body corporate and politic organized in accordance with, and exercising those powers conferred by, Section 9-8-20 through Section 9-8-32 of the Code of Alabama (1975); and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as "COMMISSION") remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes the public powers exercised by the BC SOIL AND WATER CONSERVATION DISTRICT as authorized at Section 9-8-25 of the Code of Alabama (1975) including the authority for the BC SOIL AND WATER CONSERVATION DISTRICT to cooperate or enter into agreements with any agency, governmental or otherwise, or any owner or occupier of lands within the BC SOIL AND WATER CONSERVATION DISTRICT in the carrying on of erosion control and prevention operations within the BC SOIL AND WATER CONSERVATION DISTRICT; and

WHEREAS, furthermore, in recognition of the aforementioned, the COMMISSION, by and through their Baldwin County Fiscal Year 2016-2017 Budget, approved a one-time total funding appropriation of Sixty-four Thousand and Four Hundred and Thirty-eight Dollars (\$64,438.00) to aid the BC SOIL AND WATER CONSERVATION DISTRICT in the continuation of its public purposes in Baldwin County, Alabama, as enumerated at Section 9-8-20 through Section 9-8-32 of the Code of Alabama (1975), specifically, as funding assistance for the carrying on of erosion control and prevention operations within the BC SOIL AND WATER CONSERVATION DISTRICT, which includes the geographic limits of Baldwin County, Alabama, benefiting public soil and water conservation efforts in Baldwin County, Alabama; and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to the BC SOIL AND WATER CONSERVATION DISTRICT respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission*. 631 So. 2d 953 (Ala. 1994).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
2. The BC SOIL AND WATER CONSERVATION DISTRICT shall continue to carry on erosion control and prevention operations within the geographic limits

of Baldwin County, Alabama, benefiting public soil and water conservation efforts in Baldwin County, Alabama.

3. All BC SOIL AND WATER CONSERVATION DISTRICT facilities, services and activities shall be made available to the general public.
4. The BC SOIL AND WATER CONSERVATION DISTRICT shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the general public regardless of race, age, sex, disability or religion.
5. The COMMISSION shall assist the BC SOIL AND WATER CONSERVATION DISTRICT by providing a one-time total funding appropriation of Sixty-four Thousand and Four Hundred and Thirty-eight Dollars (\$64,438.00) to be used specifically as funding assistance for the carrying on of erosion control and prevention operations within the BC SOIL AND WATER CONSERVATION DISTRICT, which includes the geographic limits of Baldwin County, Alabama, benefiting public soil and water conservation efforts in Baldwin County, Alabama, and in the furtherance of its public purposes in Baldwin County, Alabama, as enumerated at Section 9-8-20 through Section 9-8-32 of the Code of Alabama (1975).
6. The BC SOIL AND WATER CONSERVATION DISTRICT expressly agrees not to use the one-time total funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use the one-time total funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time total funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the BC SOIL AND WATER CONSERVATION DISTRICT, in a manner consistent with this Agreement.
7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the BC SOIL AND WATER CONSERVATION DISTRICT on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the BC SOIL AND WATER CONSERVATION DISTRICT is an agent of the COMMISSION.
8. To the fullest extent allowed by law, the BC SOIL AND WATER CONSERVATION DISTRICT shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the BC SOIL AND WATER CONSERVATION DISTRICT or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 8 and the rights, duties and obligation set forth herein shall survive the expiration or termination of this Agreement.

9. The BC SOIL AND WATER CONSERVATION DISTRICT shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."
10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at anytime prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.
11. The BC SOIL AND WATER CONSERVATION DISTRICT agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:
 - a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.
 - b. File with the COMMISSION no later than June 1, 2017, a written report of its activities for the preceding period which commenced on October 1, 2016, to ensure the proper expenditure of the subject funding appropriation.
12. This Agreement, provided in the form as one (1) original instrument for the records of the BC SOIL AND WATER CONSERVATION DISTRICT and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the BC SOIL AND WATER CONSERVATION DISTRICT. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.
13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2016, and expiring September 30, 2017, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the BC SOIL AND WATER CONSERVATION DISTRICT. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the BC SOIL AND WATER CONSERVATION DISTRICT.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date,
as follows:

BALDWIN COUNTY COMMISSION

T. CHRISTOPHER ELLIOTT

As Its: Chairman

Date: _____

ATTEST:

RONALD J. CINK

County Administrator/Budget Director

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that T. CHRISTOPHER ELLIOTT, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as County Administrator/Budget Director of the Baldwin County Commission, whose name are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator/Budget Director of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

GIVEN under my hand and seal this the _____ day of _____, 2016.

NOTARY PUBLIC

My Commission expires: _____

**BALDWIN COUNTY SOIL AND WATER CONSERVATION
DISTRICT**

**207 Faulkner Drive
Bay Minette, Alabama 36507**

BILL PENRY

As Its: Chairman

Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that BILL PENRY, as Chairman of the Baldwin County Soil and Water Conservation District, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Chairman of the Baldwin County Soil and Water Conservation District, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Soil and Water Conservation District.

GIVEN under my hand and seal this the _____ day of _____, 2016.

NOTARY PUBLIC

My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the ALABAMA EXTENSION SERVICE / ALABAMA COOPERATIVE EXTENSION SYSTEM (hereinafter referred to as “ACES”) is organized in accordance with, and exercising those powers conferred by, Section 2-30-1, *et seq.*, of the Code of Alabama (1975); and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as “COMMISSION”) remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that ACES serves as the primary outreach organization for the land-grant mission of Alabama A&M University and Auburn University, which delivers research-based educational programs that enable people to improve their quality of life and economic well-being, said research-based educational programs including, but not limited to, agriculture, forestry and natural resources, urban and nontraditional programs, family and individual well-being, community and economic development and 4-H and youth development; and

WHEREAS, to accomplish the aforementioned and in Baldwin County, Alabama, ACES maintains an office (hereinafter referred to as “ACES BALDWIN COUNTY OFFICE”), providing its research-based educational programs, in Baldwin County, Alabama, whereby ACES BALDWIN COUNTY OFFICE assists the general public of Baldwin County, Alabama, toward the fulfillment of ACES research-based educational programs which benefit the quality of life and economic well-being of the general public, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama; and

WHEREAS, in recognition of the aforementioned, the COMMISSION, by and through its Baldwin County Fiscal Year 2016-2017 Budget, approved a one-time total funding appropriation of Fifty-three Thousand and Eight Hundred and Fifty-four dollars (\$53,854.00) to exclusively aid the ACES BALDWIN COUNTY OFFICE continue its research-based educational programs benefiting the quality of life and economic well-being of the general public of Baldwin County, Alabama, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama, and, furthermore, the COMMISSION set aside Two Thousand and Four Hundred Dollars (\$2,400.00) to pay for internal costs related to the use of the county telephone system by the ACES BALDWIN COUNTY OFFICE in its continuance of the public purposes, in Baldwin County, Alabama, as enumerated at Section 2-30-1, *et seq.*, of the Code of Alabama (1975); and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to ACES respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission*, 631 So. 2d 953 (Ala. 1994).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

2. ACES shall continue to deliver research-based educational programs to, and which enable, the people of the State of Alabama to improve their quality of life and economic well-being, said research-based educational programs including, but not limited to, agriculture, forestry and natural resources, urban and nontraditional programs, family and individual well-being, community and economic development and 4-H and youth development.
3. ACES shall continue their provision of the ACES BALDWIN COUNTY OFFICE to provide its research-based educational programs, in Baldwin County, Alabama, to assist the general public of Baldwin County, Alabama, toward the fulfillment of ACES's research-based educational programs which benefit the quality of life and economic well-being of the general public, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama.
4. All ACES and ACES BALDWIN COUNTY OFFICE facilities, services and activities shall be made available to the general public.
5. ACES and ACES BALDWIN COUNTY OFFICE shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the general public regardless of race, age, sex, disability or religion.
6.
 - a. The COMMISSION will convey to ACES a one-time total funding appropriation of Fifty-three Thousand and Eight Hundred and Fifty-four dollars (\$53,854.00) as financial assistance to be used exclusively by the ACES BALDWIN COUNTY OFFICE to aid the ACES BALDWIN COUNTY OFFICE continue its research-based educational programs benefiting the quality of life and economic well-being of the general public of Baldwin County, Alabama, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama; and
 - b. The COMMISSION will set aside Two Thousand and Four Hundred Dollars (\$2,400.00) to pay for internal costs related to the use of the county telephone system by the ACES BALDWIN COUNTY OFFICE in their continuance of the public purposes as enumerated at Section 2-30-1, *et seq.*, of the Code of Alabama (1975), said Two Thousand and Four Hundred Dollars (\$2,400.00) remaining separate and apart from the one-time total funding appropriation provided at Section 6. [a] of this Agreement and non-conveyable to ACES or the ACES BALDWIN COUNTY OFFICE.
7. ACES and the ACES BALDWIN COUNTY OFFICE, both, expressly agree not to use the one-time total funding appropriation set forth at Section 6 of this Agreement outside the purposes provided at Section 6 of this Agreement and, furthermore, agrees not to use the one-time total funding appropriation set forth at Section 6 of this Agreement to aid any private or individual benefit or utilize the county telephone system for non-public purposes. It being expressly understood that the one-time total funding appropriation set forth at Section 6 of this Agreement, as provided by the COMMISSION, be conveyed by ACES to the ACES BALDWIN COUNTY OFFICE and utilized, by said ACES BALDWIN COUNTY OFFICE, in a manner consistent with this Agreement.
8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in ACES and / or the ACES BALDWIN COUNTY OFFICE on behalf of the COMMISSION. Furthermore, this

Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that ACES and / or the ACES BALDWIN COUNTY OFFICE is / are (an) agent(s) of the COMMISSION.

9. To the fullest extent allowed by law, ACES and the ACES BALDWIN COUNTY OFFICE shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 9 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by ACES, ACES BALDWIN COUNTY OFFICE or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 9 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.
10. ACES and the ACES BALDWIN COUNTY OFFICE shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."
11. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at anytime prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.
12. ACES and the ACES BALDWIN COUNTY OFFICE agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:
 - a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.
 - b. File with the COMMISSION no later than June 1, 2017, a written report of its activities for the preceding period which commenced on October 1, 2016, to ensure the proper expenditure of the subject funding appropriation.
13. This Agreement, provided in the form as one (1) original instrument for the records of ACES and one (1) original instrument for the records of the ACES BALDWIN COUNTY OFFICE and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and ACES and the ACES BALDWIN COUNTY OFFICE. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement
14. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2016,

and expiring September 30, 2017, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and ACES and the ACES BALDWIN COUNTY OFFICE. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to ACES and the ACES BALDWIN COUNTY OFFICE.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

T. CHRISTOPHER ELLIOTT
As Its: Chairman
Date: _____

ATTEST:

RONALD J. CINK
County Administrator/Budget Director

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that T. CHRISTOPHER ELLIOTT, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as County Administrator/Budget Director of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator/Budget Director of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the _____ day of _____,
2016.

NOTARY PUBLIC
My Commission expires: _____

**ALABAMA EXTENSION SERVICE / ALABAMA
COOPERATIVE EXTENSION SYSTEM**

DR. GARY LEMME

As Its: Director

Date: _____

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned authority, a Notary Public, in and for _____ County, Alabama, and the State of Alabama, hereby certify that DR. GARY LEMME, as Director of the Alabama Extension Service / Alabama Cooperative Extension System, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Director of the Alabama Extension Service / Alabama Cooperative Extension System, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Alabama Extension Service / Alabama Cooperative Extension System.

GIVEN under my hand and seal this the _____ day of _____, 2016.

NOTARY PUBLIC

My Commission expires: _____

**ALABAMA EXTENSION SERVICE / ALABAMA
COOPERATIVE EXTENSION SYSTEM BALDWIN
COUNTY OFFICE**

**302A Byrne Street
Bay Minette, Alabama 36507**

SUSAN F. WINGARD

As Its: (Baldwin) County Extension Coordinator

Date: _____

I, the undersigned authority, a Notary Public, in and for _____ County, Alabama, and the State of Alabama, hereby certify that SUSAN F. WINGARD, as the (Baldwin) County Extension Coordinator of the Alabama Extension Service / Alabama Cooperative Extension System, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, she, as such (Baldwin) County Extension Coordinator of the Alabama Extension Service / Alabama Cooperative Extension System, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of the Baldwin County Office of the Alabama Extension Service / Alabama Cooperative Extension System.

GIVEN under my hand and seal this the _____ day of _____,
2016.

NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the BAY MINETTE ROTARY CLUB (hereinafter referred to as "BM ROTARY CLUB"), commonly known as Rotary International Club No. 7242 and located within the City of Bay Minette, Alabama, remains affiliated to their larger parent organization, known as Rotary International, which seeks to provide civic service to others, the promotion of high ethical standards, and the advancement of world understanding, goodwill, and peace through its fellowship of business, professional, and community leaders; and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as "COMMISSION") remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes the civic purposes for which the BM ROTARY CLUB was organized, said civic purposes strengthening the virtues of good citizenship, patriotism, and providing a venue for community service by individuals and businesses to promote and strengthen the civic fabric of the North Baldwin County, Alabama, community; and

WHEREAS, in recognition of the aforementioned, the COMMISSION, by and through its Baldwin County Fiscal Year 2016-2017 Budget, desires to provide a one-time total funding appropriation of Five Hundred Dollars (\$500) to aid the BM ROTARY CLUB in its provision of flags of the United States of America to be affixed around the Baldwin County Courthouse at the County Seat in Bay Minette, Alabama, for American patriotic holidays and at times of national and local significance as deemed appropriate by the BM ROTARY CLUB, said provision of flags promoting and strengthening the civic virtues associated to citizenship and the public responsibilities associated thereto; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the BM ROTARY CLUB respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purposes is served. *Slawson v. Alabama Forestry Commission*, 631 So. 2d 953 (Ala. 1994).

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
2. With the funding assistance provided by the COMMISSION as set forth herein, the BM ROTARY CLUB will provide flags of the United States of America to be affixed around the Baldwin County Courthouse at the County Seat in Bay Minette, Alabama, for American patriotic holidays and at times of national and local significance as deemed appropriate by the BM ROTARY CLUB, said provision of flags promoting and strengthening the civic virtues associated to citizenship and the public responsibilities associated thereto.
3. All BM ROTARY CLUB facilities, services, activities and membership shall be made available to the general public in accordance with BM ROTARY CLUB rules and policies.
4. The BM ROTARY CLUB shall have a nondiscriminatory policy and its facilities, services, activities and membership shall be available to the general public.
5. The COMMISSION shall assist the BM ROTARY CLUB with a one-time funding appropriation of Five Hundred Dollars (\$500), such one-time funding appropriation used exclusively by the BM ROTARY CLUB to assist with the payment of costs associated to the provision of flags of the United States of America to be affixed around the Baldwin County Courthouse at the County Seat in Bay Minette, Alabama, for American patriotic holidays and at times of national and local significance as deemed appropriate by the BM ROTARY CLUB, said provision of flags promoting and strengthening the civic virtues associated to citizenship and the public responsibilities associated thereto.
6. The BM ROTARY CLUB expressly agrees not to use any of the one-time funding appropriation of Five Hundred Dollars (\$500) outside the purpose set forth by this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation of Five Hundred Dollars (\$500) to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation of Five Hundred Dollars (\$500), as provided by the COMMISSION, be utilized, by the BM ROTARY CLUB, only toward the purpose set forth by this Agreement.
7. To the fullest extent allowed by law, the BM ROTARY CLUB shall full indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 7 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the BM ROTARY CLUB or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and

costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 7 and the rights, duties and obligation set forth herein shall survive the expiration or termination of this Agreement.

8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the BM ROTARY CLUB on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the BM ROTARY CLUB is an agent of the COMMISSION.
9. The BM ROTARY CLUB shall ensure that all materials publicizing or resulting from the one-time funding appropriation as provided for by this Agreement contain an acknowledgement of the COMMISSION's assistance with said acknowledgement of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."
10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.
11. The BM ROTARY CLUB agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:
 - a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.
 - b. File with the COMMISSION no later than June 1, 2017, a written report of its activities for the preceding period which commenced on October 1, 2016, to ensure the proper expenditure of the subject funding appropriation.
12. This Agreement, as provided in the form of one (1) original instrument for the records of the BM ROTARY CLUB and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the BM ROTARY CLUB. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.
13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2016, and expiring September 30, 2017, and may be amended, during said aforementioned period of twelve (12) months, only by written

amendment executed by the COMMISSION and BM ROTARY CLUB. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the BM ROTARY CLUB.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

T. CHRISTOPHER ELLIOTT

As Its: Chairman

Date: _____

ATTEST:

RONALD J. CINK

County Administrator/Budget Director

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that T. CHRISTOPHER ELLIOTT, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as County Administrator/Budget Director of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator/Budget Director of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the _____ day of _____, 2016.

NOTARY PUBLIC

My Commission expires: _____

BAY MINETTE ROTARY CLUB
Bay Minette Rotary Village
2211 McMillan Road
Bay Minette, Alabama 36507

By:
As Its: President, Board of Directors
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that _____, as President of the Board of Directors of the Bay Minette Rotary Club, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such President of the Board of Directors of the Bay Minette Rotary Club and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Bay Minette Rotary Club.

GIVEN under my hand and seal this the _____ day of _____, 2016.

NOTARY PUBLIC
My Commission expires: _____

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	ADMINISTRATION
Item Status:	New
Submitted By:	Anu Gary
From:	Ronald J. Cink
ITEM TITLE	
Space Allocation in County Facilities - Request from Judge Carmen Bosch for Allocation of Space at the Baldwin County Courthouse in Bay Minette, Alabama	
STAFF RECOMMENDATION	
<p>Take the following action:</p> <p><u>Baldwin County Courthouse and Baldwin County Annex IV Building - Bay Minette</u></p> <p>In the City of Bay Minette, Alabama, and pursuant to the authority granted the Baldwin County Commission at §11-3-11 (a) (1) of the Code of Alabama 1975 and Section 6 of Act No. 239 (1931), as amended, and without limitation, adopt Resolution #2017-035 of the Baldwin County Commission, which designates the rooms to be occupied in the Baldwin County Courthouse and Baldwin County Annex IV Building.</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	Yes
Date(s) of Previous Commission Action:	September 6, 2011, BCC Regular Meeting
<p>According to Alabama General Law and Baldwin County Local Law, as recited in the attached resolution, the Baldwin County Commission has the sole authority to locate the courts and designate the office space to be utilized by the various county officers and/or offices at all Baldwin County Commission facilities.</p> <p>A request has been received from the Honorable Carmen Bosch, Presiding Circuit Judge, to relocate some of the offices at the Courthouse to better serve the Courts (see attached request letter dated November 14, 2016). At this time, staff presents to the Baldwin County</p>	

Commission proposed space allocations for the 1st floor and 2nd Floor of the Baldwin County Courthouse in Bay Minette, and the 2nd floor of the Baldwin County Annex IV Building in Bay Minette (see attached Resolution #2017-035).

The last space allocation change was for the Baldwin County Courthouse and Annex IV Building in Bay Minette was approved by Resolution #2011-127, adopted September 6, 2011.

At the time when this agenda item was submitted, the revised floor plans for the space allocations are not ready. Staff is waiting to hear from Judge Bosch's office for a clarification on the relocation. Revised floor plans will be ready for the December 6, 2016, meeting and attached to the resolution as Exhibits A, B and C.

FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Administration - Update Space Allocations Library on BCAP
ATTACHMENTS	
1. Request from Judge Carmen Bosch for Space Allocation Change at BC Courthouse.pdf 2. DRAFT Resolution 2017-035 (Space Allocation BC Courthouse and Annex IV).doc	
APPROVALS	
Budget	
Personnel	
Administration	Brandy N. Volovecky 11/16/2016 4:11:28 PM

Chairman and County Administrator	Chris Elliott 11/16/2016 5:30:9 PM
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CARMEN E. BOSCH

CIRCUIT JUDGE

TWENTY-EIGHTH JUDICIAL CIRCUIT

FAMILY COURT DIVISION

312 COURTHOUSE SQUARE
SUITE 23
BAY MINETTE, AL 36507
CEBOFFICE@ALACOURT.GOV

TELEPHONE
(251) 937-0235
FACSIMILE
(251) 937-0315

November 14, 2016

Mr. T. Christopher Elliott, Chair
Baldwin County Commission
Bay Minette, Alabama 36507

VIA EMAIL AND COURIER

Dear Chris:

Changes have recently abounded within our bench locally that require I make inquiry to you and the other County Commissioners as to space in the Courthouse. As you know, Judge Floyd is retiring in mid-December and I have been elected as Presiding Judge. Additionally, our local Judicial Selection Commission has been convened to (ultimately) present a slate of three lawyers for the Governor to consider for appointment to the vacancy left upon Judge Floyd's retirement.

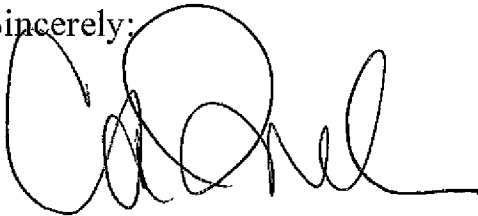
Since I will be moving to the offices of Courtroom One, the new Circuit Judge will need to use the offices of Courtroom Seven. My present office space and courtroom will be used for juvenile matters and for referee court with Child Support and DHR.

Presently, we have two court employees using part of that office space. Once we have a new Circuit Judge in that location, those two employees will need to find new office space. I have found a place for Brenda Ganey, but do not readily have a place available for our law clerk.

Would it be possible for him to relocate to one of the offices that has previously been assigned to Justice Lyn Stuart? She has indicated that she would be amenable to such an arrangement if it meets with the commission's approval.

Please feel free to contact me if you want any further information. I'm happy to provide it.

Sincerely:

A handwritten signature in black ink, appearing to read 'Carmen Bosch', with a large, stylized initial 'C' and a long horizontal stroke at the end.

Carmen E. Bosch
Presiding Circuit Judge, Baldwin County

Cc: Frank Burt
Charles "Skip" Gruber
Tucker Dorsey
Ron Cink

STATE OF ALABAMA)
COUNTY OF BALDWIN)

RESOLUTION # 2017-035
OF THE
BALDWIN COUNTY COMMISSION

EXERCISING THE AUTHORITY PROVIDED IN §11-3-11 (a) (1) OF THE CODE OF ALABAMA 1975, AND SECTION 6 OF ACT NO. 239 (1931), AS AMENDED, TO AUTHORIZE, BY ORDER AS ENTERED UPON THE MINUTES OF THE **DECEMBER 6, 2017, REGULAR MEETING, THE LOCATION OF THE COURTS IN THE ROOMS OF THE BALDWIN COUNTY COURTHOUSE AND DESIGNATION OF THE ROOMS TO BE OCCUPIED BY THE DIFFERENT OFFICERS ENTITLED TO ROOMS THEREIN AND PROVIDING DISCRETIONARY OFFICE SPACE TO ALABAMA SUPREME COURT JUSTICE LYNN STUART; FURTHER, EXERCISING THE AUTHORITY PROVIDED IN §11-3-11 (a) (1) OF THE CODE OF ALABAMA 1975, AND SECTION 6 OF ACT NO. 239 (1931), AS AMENDED, TO AUTHORIZE, BY ORDER AS ENTERED UPON THE MINUTES OF THE **DECEMBER 6, 2017**, REGULAR MEETING THE ROOMS TO BE OCCUPIED BY THE ALABAMA DEPARTMENT OF PUBLIC HEALTH IN THE BALDWIN COUNTY ANNEX IV BUILDING.**

WHEREAS, §11-3-11 (a) (1) of the Code of Alabama 1975 provides, in pertinent part, that the Baldwin County Commission shall have authority to direct, control and maintain the property of the county as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the officers entitled to rooms therein, including the circuit judge if resident in the county, and to change the location of the courts and the designation of the rooms for officers as it may deem best and most expedient, and this shall be done by order of the county commission entered upon the minutes of the county commission at a regular meeting of the county commission; and

WHEREAS, further, Section 6 of Act No. 239 (1931), as amended, provides, in pertinent part, that the Baldwin County Commission shall have the duty, power, jurisdiction, authority and privilege to direct and control the property of Baldwin County, as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the different officers entitled to rooms therein, and to change the location of courts and designation of rooms for officers as it may deem best and most expedient; and this shall be done by order of the Commission entered upon its minutes at a regular term of the Commission.

COMES NOW, this honorable county governing body, and by this instrument, desiring to update the designation of the location of the courts in the rooms of the Baldwin County Courthouse and to update the designation of the rooms to be occupied by the officers in said Baldwin County Courthouse and, furthermore, providing discretionary office space to Alabama Supreme Court Justice Lynn Stuart therein pursuant to a floor plan rendering of the first floor of said Baldwin County Courthouse which is attached as ***Exhibit "A"*** and a floor plan rendering of the second floor of said Baldwin County Courthouse which is attached as ***Exhibit "B;"*** and

WHEREAS, furthermore, pursuant to §11-3-11 (a) (1) of the Code of Alabama 1975 which provides, in pertinent part, that the Baldwin County Commission shall have authority to direct, control and maintain the property of the county as it may deem expedient according to law, and Section 6 of Act No. 239 (1931), as amended, which provides, in pertinent part, that the Baldwin County Commission shall have the duty, power, jurisdiction, authority and privilege to direct and control the property of Baldwin County, as it may deem expedient according to law, said honorable county governing body hereby designates the rooms to be occupied by the Alabama Department of Public Health pursuant to a

second floor rendering of the Baldwin County Annex IV Building which is attached as ***Exhibit “C;”*** now therefore

BE IT RESOLVED AND ORDERED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, pursuant to the authority granted the Baldwin County Commission in §11-3-11 (a) (1) of the *Code of Alabama 1975* and Section 6 of Act No. 239 (1931), as amended, as referenced herein and without limitation, the Baldwin County Commission hereby, and by this instrument, deems it best and most expedient to locate the courts in the rooms of the Baldwin County Courthouse and designate the rooms to be occupied by the officers in said Baldwin County Courthouse, as follows:

First Floor

Baldwin County Courthouse
Located at the County Seat in Bay Minette, Alabama
(See ***Exhibit “A”***)

Second Floor

Baldwin County Courthouse
Located at the County Seat in Bay Minette, Alabama
(See ***Exhibit “B”***)

FURTHER, BE IT RESOLVED AND ORDERED, That, pursuant to the authority granted the Baldwin County Commission in §11-3-11 (a) (1) of the *Code of Alabama 1975* and Section 6 of Act No. 239 (1931), as amended, as referenced herein and without limitation, the Baldwin County Commission hereby, and by this instrument, exercises its duty, power, jurisdiction, authority and privilege to direct and control the property of Baldwin County, as it deems best and most expedient according to law, to designate the rooms to be occupied by the Alabama Department of Public Health in the Baldwin County Annex IV Building, as follows:

Second Floor

Baldwin County Annex IV Building
Located at the County Seat in Bay Minette, Alabama
(See ***Exhibit “C”***)

FURTHER, BE IT RESOLVED AND ORDERED, that this instrument, codified as [*Resolution #2017-035 of the Baldwin County Commission*](#), be entered and spread upon the minutes of this [*December 6, 2016*](#), regular meeting (term) of the Baldwin County Commission.

FURTHER, BE IT RESOLVED AND ORDERED, That *Resolution #2008-112 of Baldwin County Commission*, as amended by *Resolution #2010-42 of the Baldwin County Commission*, [*as amended by Resolution #2011-127 of the Baldwin County Commission*](#), is hereby repealed.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the [*6th day of December, 2016*](#).

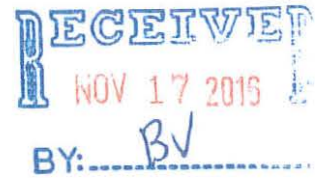
Commissioner T. Christopher Elliott, Chairman

ATTEST:

Ronald J. Cink, County Administrator

F3 - Addendum Attachment

November 22, 2016, BCC Work Session



SUPREME COURT OF ALABAMA

LYN STUART, ACTING CHIEF JUSTICE
TOM PARKER
GREG SHAW
A. KELLI WISE

TORBERT-HEFLIN JUDICIAL BUILDING
300 DEXTER AVENUE
MONTGOMERY, ALABAMA 36104-3741
(334) 229-0700

November 15, 2016

MICHAEL F. BOLIN
GLENN MURDOCK
JAMES ALLEN MAIN
TOMMY ELIAS BRYAN

4 BCC
KC

Honorable Christopher Elliott, Chairman
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

RE: Office Space in the Baldwin County
Courthouse

Dear Chairman Elliott:

The Baldwin County Commission has been so gracious over the years to provide me with office space in the Baldwin County Courthouse or an Annex. It has made my job so much easier and kept me in touch with the judges, lawyers, clerks, and public which has been invaluable.

Since commencing my interim position as Chief Justice I have had to spend much more time in Montgomery than previously necessary. I am presently assigned two small offices on the second floor of the courthouse. I presently only need one of those offices and wish to surrender the other one (which I previously used for staff) so that someone else with need for it can use it. I would like to keep the office I use as my personal office which is the one to the west. I wish to give up the office to the east effective the 30th of November.

Again, I am grateful for the use of this office space in the past and for the opportunity to continue to use part of it for the future.

Yours very truly,

A handwritten signature in cursive script that reads "Lyn Stuart".

Lyn Stuart
Acting Chief Justice

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Work Session
Meeting Date:	11/22/2016
Placement of Item on the Agenda:	ADDENDA
Item Status:	Addendum
Submitted By:	Susan B. Hill
From:	Revenue Commissioner Faust Walt Lindsey, Chief Appraiser Susan Hill, Chief Administrative Assistant
ITEM TITLE	
Software License and Related Professional Services Agreement between Baldwin County Commission and Data Cloud Solutions, LLC - MobileAssessor	
STAFF RECOMMENDATION	
<p>Approve the Software License and Related Professional Services Agreement between the Baldwin County Commission and Data Cloud Solutions, LLC, to provide the Baldwin County Revenue Commission with MobileAssessor, a mobile data collection system that will greatly optimize field appraisers' workflow. The term of this Agreement shall commence on June 1, 2017, and expire on January 1, 2020, and shall adhere to the following schedule:</p> <p><u>Implementation:</u> April 1, 2017-July 22, 2017 <u>Delivery of software and training:</u> beginning on or before July 1, 2017; unless a later date is preapproved by Commission <u>Hosting, maintenance and support:</u> July 1, 2017-January 1, 2020</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
<p>The MobileAssessor program was developed by Data Cloud Solutions, LLC, and provides an increase in efficiencies for the data collection by the Revenue Commission's field appraiser team. This program is integrated to, and customized for, our existing Computer Assisted Mass Appraisal system, Delta Computer Systems. The program will allow our field appraisers to go to the field with an iPad</p>	

tablet that will contain the specific information for up to 300 parcels of property that require a field inspection. Once that work is completed, new assignments will then be loaded into the tablet. This will eliminate the labor intensive and time consuming printing of maps, pulling relevant Property Record Cards, arranging them in driving order, attaching "change" orders to be entered into the system back at the office and labeling, logging and attaching all photographs to their respective parcels.

The program will provide automatic and dynamic routing of the appraiser in order to minimize driving time and maximize productive time in the data collection phase of our work.

The PhotoBase module automatically uploads, synchronizes and associates the new photography with the correct parcel.

The Quality Control module is an integrated product that allows for live quality control of data changes by supervisors in the office. It also has an administrative alert system for both employee safety, communication and instant rerouting when necessary.

FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	\$93,225.00
Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	51810.5235
Balance remaining in the line item after recommended expenditure:	
Does the recommendation create a need for continued funding which is not included in the current budget?	Yes
How will this funding requirement be met in the future?	Software Maintenance of \$30,050 for years 2018 & 2019.
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	Yes
Does this documentation require County Attorney's review and approval?	Yes
Has the documentation been reviewed and approved by the County Attorney?	Yes
Is this routine documentation reviewed and approved by Department Head?	Yes
Has the documentation been reviewed and	Yes

approved by the Department Head?	
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	Yes
Required Action and Time Line for Implementation:	
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Administration: Get the Agreement fully executed and send to: DataCloud Solutions, LLC Post Office Box 2194 Springfield, Ohio 45501
ATTACHMENTS	
1. Mobile Assessor SoleSourceLetter_2016cr.pdf 2. PO16-803B2(BaldwinAL).pdf 3. DCS Software Agreement Baldwin County.pdf	
APPROVALS	
Budget	Christie Davis 11/21/2016 10:45:13 AM
Personnel	
Administration	Brandy N. Volovecky 11/21/2016 2:05:51 PM
Chairman and County Administrator	Brandy N. Volovecky 11/21/2016 2:09:17 PM

RE: Sole Source Information pursuant to mobile data collection.

To whom it may concern,

Data Cloud Solutions, LLC (DCS), and/or officers thereof, is the sole owner and provider of technology protected by copyright laws and international copyright treaties under Registration Number TX 8-243-488, as well as other intellectual property and confidentiality agreements, laws and treaties. The technology referenced above, and other proprietary business routines and methods owned by DCS with various forms of national and international protection, allows for mobile data collection and/or review that greatly reduces or eliminates the need for field documents, manual routing, data dumps, and ad-hoc reporting. All services and products are licensed, not sold, and this SaaS model requires no server or database upgrades of the customer. Further, DCS is the only provider of such technology that can be implemented with any system; not requiring conversion, and which can combine multiple data sources into the same mobile solution (not just a CAMA vendor's controlled data).

Said another way, nothing other than DCS's CAMA Cloud: MobileAssessorSM exists that allows for remote/mobile, automatic routing and selection of subject sites, and real-time processing and project reporting of all data elements.

Some key points are highlighted below:

1. DCS is the only company offering CAMA Cloud: MobileAssessorSM, and all capabilities related thereto, as an all-in-one solution, and a SaaS hosted solution that doesn't necessitate a county server or database upgrade.
2. DynamicRouteSM; DCS is the only company offering DynamicRouteSM.
 - A. DCS is the only company with an integrated solution, and product, that automatically, and dynamically, routes parcel visitation order based upon current geological location and active directional bearing.
 - B. DCS is the only company with a solution that allows for access to parcels in proximity to parcels scheduled for a visit (not restricted to just those 'checked-out').
3. Data Collection; DCS is the only company with a mobile, all-in-one, mass data collection solution that is **CAMA system neutral**.
 - A. CAMA Cloud: MobileAssessorSM can import and export data in any known format and is not relegated to any one system; and, can support the synchronization of numerous other files, resources, and data elements separate from CAMA data.
 - B. DCS is the only company offering a mobile data collection solution that has all features developed in a configurable manner that leverages code in a manner which allows customers to benefit from enhancements regardless of an individual user's state, county, or system.
4. Instant PhotoBaseSM; DCS is the only company offering Instant PhotoBaseSM.
 - A. DCS is the only company with an integrated solution, and product, that automatically uploads, synchronizes, and associates new photography with the parcel, in real time.
5. Quality Control; DCS is the only company with an integrated solution, and product, that allows for **live quality control of data changes** as they are happening in the field. And, DCS is the only company with an integrated solution, and product, which features an administrative alert system for field personnel communication and instant rerouting.

FIELD DATA COLLECTION SYSTEM FEATURES

1. A minimum of six hours of continuous field use of the data collection software on a single fully charged battery.
2. HTML5 technology compatible with iOS, Windows, and/or Android touch-screen mobile devices.
 - a. Includes touch screen sketching.
3. Internally integrated camera, GPS, Wi-Fi, and cellular hardware (3G/4G/LTE).
4. Dynamic, uninterrupted online/offline ("cellular dead zone") data collection capabilities.
5. Ability to make on-the-fly bulk parcel assignments (new and revised) to multiple users from a central location - without requiring field personnel or their mobile device to be present.
6. Automatic routing of assigned parcels based upon the field user's login credentials, current location, and direction of travel.
7. Interactive GPS and GIS mapping showing at least the subject parcel and the user's location.
8. Field optimized Portrait and Landscape modes activated by the mobile device's orientation.
9. Field changes can be reviewed at the office by managers (controlled by user ID Role type/access privileges) within minutesⁱ of the changes being made.
 - a. Includes uploading, parcel association and synchronization of new property photos.
10. Comprehensive audit trail of all field data changes including a minimum of: what was changed, by who, at what time, and the location of the mobile device at the time of the field changes.
11. Management/office dashboard that reports a minimum of: individual data collector's productivity counts, all data collectors' productivity counts, parcel assignments completion status per user, and map representation of route history and parcel completion per user - all in real-time.
12. An "alert" system that allows certain parcels to be flagged as needing a priority visit - overriding the route order of other "non-alert" parcel assignments.
13. Optional integrated sketch validation features: either side-by-side visual map and sketch comparison; or sketch and map overlays, each with rotate, resize, and anchoring abilities.
14. Customizable on-the-fly setup of which data elements get displayed on the mobile device, including current property photos and sketches.
15. Customizable ad-hoc calculation fields that aren't necessarily a part of the CAMA system.
16. Virtually no negative impact to the county's servers, networks, and IT staff.

Please let me know if anything further is needed in this regard.

Daniel T. Anderson
danderson@datacloudsolutions.net

ⁱ If the mobile device is within at least a 3G Internet area; otherwise if "offline", the changes will automatically continue uploading once the device has a strong Internet signal.



Purchase Order

PO # 16-803B

Date: October 21, 2016

PO Box 2194, Springfield, OH 45501
service@datacloudsolutions.net

TO Baldwin County Commission, on behalf of the
Baldwin County Revenue Commission - ATTN: Walt Lindsey
201 E Section Ave - Property Appraisals
Foley, AL 36535 (251) 580-1680
WLindsey@baldwincounty.al.gov

SALES CONTACT	SITE	PRICE GUARANTEE	QUOTE EXPIRATION
Billy Burle 615-944-9040	Baldwin County Chief Appraiser's Office	180 days	4/19/2017

QTY	DESCRIPTION	UNIT PRICE (\$)	LINE TOTAL (\$)
1	CAMA CloudSM Site License & Implementation Fees; The one-time site fee for initial implementation covers all residential and commercial (RP) data-field mapping, screen layout, initial data uploads/synchronization logic, & 3 days of training. Total account size of up to 140,000 real property parcels.	n/a	49,000
12	CAMA Cloud: MobileAssessorSM Licenses (2+ year term); One-time license fee, UNLIMITED USE, iPad Package, w/ Data Collection, DynamicRoute SM , Interactive GIS, Touch Sketching, Instant PhotoBase SM .	\$2,200 X 12 Mobile Lic's	26,400
6	CAMA Cloud: Admin Console Licenses; Field tracking and audit trail, Real-Time Q.C. Module, Real-Time Administrative Dashboard & Reports. MA licenses * 50% = Free Admin Console licenses. Extra = \$900 each.	\$900 X 0 Ext AC Lic's	0.00
0	Additional Onsite Training Days; Mobile/appraisers, and Admin Console/supervisors.	\$700 x # of Days	0.00
0	iPad Air 2 16GB with WiFi + LTE or Pro 9.7" LTE (County is purchasing their own hardware); The one-time fee for acquisition, setup, configuration for MobileAssessor; and, transfer and delivery from DCS to County.	709.00	0.00
ESTIMATE TOTAL			\$ 75,400

Notes: County is purchasing their own iPads.

A full implementation going live before June 1, 2017 would be **\$93,225**. (see maintenance on next page)

We look forward to hearing from you soon.

THANK YOU FOR YOUR INTEREST!



Purchase Order

PO # 16-803B

Date: October 21, 2016

PO Box 2194, Springfield, OH 45501
service@datacloudsolutions.net

TO Baldwin County Commission, on behalf of the
Baldwin County Revenue Commission - ATTN: Walt Lindsey
201 E Section Ave - Property Appraisals
Foley, AL 36535 (251) 580-1680
WLindsey@baldwincountyal.gov

ANNUAL MAINTENANCE & SUPPORT FEES

QTY	DESCRIPTION	UNIT PRICE (\$)	LINE TOTAL (\$)
1	SaaS Maintenance, Photo Repository, Field Audit History & Remote Support (2+ year term); SSL, and Guaranteed no-loss data backups & secure storage. (up to 140,000 parcels)	\$0.08 x Est. Parcels	11,200.00
1	CAMA Cloud & MobileAssessor SM Maintenance (12 mobile + 6 desktop)	25% of License Fees	18,850.00
1	Minimum Reserved Instance SaaS Hosting Discount; Estimated Go-Live before June 1, 2017 (line 1)	-25%	(2,800.00)
1	*Pro rated Maintenance & Support Discount; Estimated Go-Live 2 nd qtr 2017	-50%	(9,425.00)
TOTAL EST. MAINT. COST			\$30,050 17,825*

Note:

* Full annual maintenance (for SaaS hosting + licenses) begins January 1, 2017 and the first annual total is due no later than January 31, 2017 (or pro-rated to start within 30 days after the first day of training). Subsequent annual maintenance billing periods shall also commence on a January 1st date, with no less than two additional renewals being due no later than January 31, 2018, and January 31, 2019.

A full implementation going live before June 1, 2017 would be **\$93,225**. (see licenses and implementation on previous page)

I have read the information outlined in this form and authorize Data Cloud Solutions, LLC to make required arrangements in order to perform the above mentioned tasks and agree to pay all referenced costs.

Acceptance of Quote/Order:

Signature/Date

Printed Name

We look forward to hearing from you soon.

THANK YOU FOR YOUR INTEREST!

SOFTWARE LICENSE and RELATED PROFESSIONAL SERVICES AGREEMENT

MOBILEASSESSOR FOR BALDWIN COUNTY, ALABAMA

This Software License and Professional Services Agreement ("Agreement") is made as of the effective date specified in this agreement by and between Data Cloud Solutions, LLC ("DCS") an Ohio Limited Liability Company having a principal place of business at 4 West Main Street - Suite 908, Springfield, Ohio 45502 and the Baldwin County Commission, on behalf of the Baldwin County Revenue Commissioner's Office, 1705 U.S. Hwy 31 S. Bay Minette, AL 36507 ("Customer"). Collectively, DCS and Customer shall be known as the Parties.

RECITALS

WHEREAS Customer, pursuant to Alabama state law, is responsible for uniform and accurate real estate assessments according to fair market value, and

WHEREAS Customer has the desire to acquire and implement a number of technology based resources for improved and more cost-efficient performance of assessment demands and responsibilities, and

WHEREAS Customer has instituted a performance plan for the discovery and valuation of new construction, scheduled appraisal updates, and on-going equalization based upon the approach of empowering in-house resources in conjunction with its already implemented technologies (e.g., GIS) and CAMA databases without requiring a time consuming rollout period, and

WHEREAS Customer wishes to now bring those technologies and databases into an integrated and synchronized mobile environment for onsite property data verification and correction, new construction data collection, Board of Equalization and appeal related property reviews, and values equalization including scheduled appraisal updates and on-the-fly uniformity assurance efforts, and

WHEREAS DCS is engaged in the business of developing and selling **CAMA CloudSM software**; including MobileAssessorSM, and its desktop Administrative & Quality Control modules (hereinafter referred to as "Software"), and providing services with respect to same;

WHEREAS DCS possess the expertise and the resources to perform the professional services as required to meet the herein stated goals and requirements of Customer.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1) Term. This Agreement, including the End User License Agreement ("EULA") attached hereto and incorporated herein by reference, and in which Customer shall be referred to as "Licensee", shall

commence on June 1, 2017 and end on January 1, 2020. This Agreement and Customer's obligations hereunder shall be conditioned upon approval of this Agreement by the Baldwin County Commission. The services hereunder shall be provided by DCS in accordance with the following schedule:

- a) **Implementation:** April 1, 2017 - July 31, 2017
- b) **Delivery of Software and training:** beginning on or before August 1, 2017; unless a later date is preapproved by Customer
- c) **Hosting, maintenance, and support:** June 1, 2017 – 12:00am January 1, 2020

2) Scope of Services. DCS shall provide to Customer professional services regarding the provision, set-up, and implementation of up to 140,000 real property accounts; and training of Software on Customer hardware, including:

- a) Twelve (12) field appraiser iPad Air 2 4G LTE (or newer) machines remotely loaded with Customer's technology-based resources including CAMA data, GIS data, and up to one street level photograph of each parcel.

Each of the CAMA CloudSM licensed devices (12 mobile, 6 desktop) can be operated in at least one or more combinations of the following functions (depending on final configurations, role settings, and mobile field appraisal versus office quality control):

- Automated/Dynamic parcel visitation routing
 - New construction field listing
 - Updated street level photography
 - Sales and market data validation
 - Desktop review of properties via the admin console with streaming dashboards, Quality Control, Tracking, and Reporting modules
 - Reappraisal data verification / collection
 - Market areas statistical review and delineation notation
 - Land and building values equalization review
 - Reappraisal valuations final field review
 - Administrative monitoring of work performance with real-time management QC review, management of field operations, live mobile application tracking, and audit trails.
 - Board of Equalization field checks
- b) Configuration assistance of 12 Customer supplied 16GB iPad Air 2 4G/LTE-Verizon (or newer) mobile devices from DCS to Customer.
 - c) Onsite, hands-on training of Customer in the use of Software, including the field appraisal functions and administrative management functions; not to exceed 3 days in total. Onsite training shall be conducted in the following allotment(s):
 - i) no more than one session containing up to 3 consecutive business days; and
 - (1) additional days of training can be purchased on an as-needed basis.

Any onsite training or professional services (including any excess) shall be billable by DCS to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

- d) Software as a Service (SaaS) hosting and implementation, covering all pertinent residential real property CAMA data-field mapping (see ii below), by DCS for the duration of licensed use by Customer.
 - i) Customer must provide CAMA data, GIS shapefiles, and subject matter experts related to Customer data, workflow, and business processes in a format and manner deemed acceptable by DCS (e.g., CAMA ODBC access, Microsoft Access database, csv's, and/or SQL export; parcel boundaries shapefile, etc). All such data provided by Customer shall remain the property of Customer, notwithstanding anything in this Agreement, including Exhibit A, to the contrary.
 - ii) up to 175 read-only fields and 100 Editable Fields. Each extra read-only field would require an additional \$75 one-time fee (not recurring costs). Each extra editable field would require an additional \$300 one-time fee plus \$50/field/year in additional maintenance.
- e) Standard Maintenance and Support as described in this Agreement & the attached EULA. In the event of any conflict between the provisions of this Agreement and the EULA, the terms of this Agreement shall control.
 - (1) *Premium Support and Professional Services are available for an additional time and materials fee, or a discounted rate for longer term commitments. Some examples of premium services include analyses of Customer specific use cases by DCS staff with executive authority with regard to software enhancements, change orders, and project management decisions; including, (a) mobile device mass appraisal and integrated field review best practices, (b) business process/requirements analysis, change management, and workflow optimization, and (c) appraisal analytics, consultation, and rates development. Onsite observations and findings shall be applied to Software training as applicable to the proper collection and incorporation of market data.*

Any professional services in excess of the amounts described in this Agreement shall be billable by DCS to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

- 3) **License and Professional Fees for Software and/or Hardware Services.** All licensing and implementation services set forth in this Agreement shall be completed for a sum **not to exceed \$75,400.**
 - a) All bills properly rendered shall be due within thirty (30) days of the date of the invoice. Any bill unpaid after thirty (30) days shall be subject to a one percent (1%) per month interest rate for each month or part thereof that the bill remains unpaid.
 - i) 75% of Software license and Professional fees (\$75,400 x 75% = \$56,550) shall be invoiced upon the execution of this Agreement. **First installment not to exceed \$56,550.**
 - ii) The final 25% of Software license and Professional fees (75,400 x 25% = \$18,850) shall be invoiced within 15 days after the first day of Customer field appraisal staff receiving training as referenced in subsection 2 c) above. **Second installment not to exceed \$18,850.**
 - b) If Customer determines that DCS is not in compliance with the terms of this Agreement, Customer may suspend payments until DCS is in compliance with the terms and conditions of this Agreement.
 - i) Full payment by Customer to DCS shall be immediately due if the parties agree that DCS was not able to fulfill the requirements of this Agreement due to any inability of Customer to rectify any unreasonable working environment issues, for which Customer

is accountable for, that interferes with DCS's ability to successfully complete agreed upon services.

- 4) Annual Maintenance and Support Fees for Software.** At least two years of annual maintenance and support shall be required; for which Customer shall be responsible to pay DCS an annual sum **not to exceed \$27,250**. Customer will be entitled to product Updates during the term of this Agreement, which include releases that correct identified errors in Software (including revisions or dot releases), and product Upgrades, which are subsequent versions of Software, and provide new or enhanced functionality.
- a) Full (non pro rata) annual maintenance begins January 1, 2018 and the first full annual total is due no later than January 31, 2018. The second annual maintenance billing period shall commence on January 1, 2019, with payment being due no later than January 31, 2019.
 - i) 100% of pro-rated Annual Maintenance and Support fees (27,250 less pro-rata 13,625 = \$13,625) shall be invoiced within 15 days after the first day of Customer field appraisal staff receiving training as referenced in subsection 2 c) above. ***Pro-rated maintenance for year 2017 not to exceed \$13,625.***
 - b) DCS will provide standard support services on Software products in use by Customer and will use reasonable efforts to respond to all service inquiries within two (2) business days. However, DCS cannot guarantee response times for those inquiries requiring substantial research or if Customer does not provide sufficient details or reproduction steps.
 - i) For each software product for which Customer has purchased, they will be provided with installation, basic set-up, problem analysis, problem resolution, and preventative or corrective service information and efforts to reproduce and correct errors identified by Customer or determine that errors are not reproducible.
 - c) Example: After the pro-rated amount of \$13,625 is paid for 2017, the next full year annual maintenance and support begins 1/1/2018 and the full amount of \$27,250 shall be due by 1/31/2018. Then, \$27,250 shall be due by 1/31/2019; for which maintenance and support shall expire at the end of 12/31/2019 if there is not a renewed maintenance contract.
- 5) Reimbursement of Expenses.** DCS shall be responsible for all direct expenses of DCS with regard to its performance of its services under this Agreement, including travel, lodging and per diem expenses; with exception for any support or professional services in excess of any of the above described hours/days/licenses shall be billable by DCS to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.
- 6) Mutual Mediation Clause.** Upon demand by either party, the parties agree to mediate any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including but not limited to the determination of the scope or applicability of this agreement to mediate. This clause shall not prevent either party from initiating any claim or suit, but if exercised by a party, both parties agree to stay any litigation for a reasonable time pending the mediation.
- 7) Non-Waiver by Parties.** No act or omission of any party shall be construed as constituting or implying a waiver by such party of any default hereunder or of any breach or non-observance of the provisions hereof on the part or the other party or as a surrender of any of the rights of such party

resulting therefrom, unless expressly consented to in writing by the party waiving such right.

8) Confidentiality. The parties agree to hold each party's confidential information in strict confidence and to take reasonable precautions to protect such confidential information (including, without limitation, all precautions each party employs with respect to its own confidential information); unless disclosing-party of confidential information authorizes disclosure in writing. Customer shall not be in breach of this Agreement, including Schedule A, in the event Customer is required by law, court order or enforceable subpoena to turn over any information, software or other data that is otherwise confidential hereunder. Provided, however, Customer will give DCS written notice within twenty four hours of Customer's receipt of any request, order or subpoena to allow DCS to seek whatever protections it deems advisable against such disclosure. Notwithstanding anything in this Agreement, including Schedule A, to the contrary, the parties acknowledge that the Customer is a governmental entity and shall be entitled to disclose the terms and conditions of this Agreement, including Schedule A, and any purchase orders, invoices or payments related thereto as deemed necessary by the Customer and without further notice to DCS, which shall not be deemed a breach of this Agreement.

9) Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the laws governing this Agreement or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

10) Amendments. This Agreement may not be modified or changed in any respect whatsoever except by written amendment signed by each party.

11) Designated Representative. Any notice that must be given under the present Agreement must be communicated in writing at the following addresses:

Person in charge of this project who will be available, knowledgeable, and authorized to execute binding agreements on behalf of DCS or Customer:

DCS: Daniel T. Anderson

Customer: Baldwin County Revenue Commission

E-mail: dandeson@datacloudsolutions.net

E-mail: Tfaust@baldwincounty.al.gov

12) Entire Agreement. The present Agreement, attached Schedules, and/or Purchase Orders constitutes the full and complete understanding and agreement of DCS and Customer (and Software Licensee) and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter of this Agreement. This Agreement may be supplemented by one or more Purchase Orders, which will be deemed to be part of this Agreement when signed by each party.

THE PARTIES HEREBY AGREE TO ALL OF THE ABOVE TERMS AND HAVE EXECUTED THIS AGREEMENT BY A DULY AUTHORIZED REPRESENTATIVE.

EFFECTIVE DATE: November 22, 2016

ACCEPTED BY:
Data Cloud Solutions, LLC

ACCEPTED BY:
Baldwin County Commission, on behalf of
the Baldwin County Revenue
Commissioner's Office

Authorized Signature

President

Title

T. Christopher Elliott

Chairman

Title

The undersigned County Administrator/Budget Director hereby certifies that the above and foregoing SOFTWARE LICENSE and RELATED PROFESSIONAL SERVICES AGREEMENT APPRAISAL TECHNOLOGY INTEGRATION TO FACILITATE BALDWIN COUNTY'S DISCOVERY & APPRAISAL OF REAL ESTATE AND EQUALIZATION OF VALUES, was approved by the Baldwin County Commission.

ATTEST:

Signed: _____

Printed: _____

County Administrator/Budget Director
Baldwin County, AL

SCHEDULE A

End User License Agreement

DEFINITIONS.

1.1 "Purchase Order" has the meaning set forth in Section 2.

1.2 "Floating User" means the number of undesignated concurrent users specified in any Purchase Order who may simultaneously access and use the Licensed Software, subject to the license granted herein.

1.3 "Named User" means the number of users specified in any Purchase Order who are employees or authorized contractors of Licensee and specifically designated to use the Licensed Software, subject to the license granted herein.

1.4 "Licensed Software" means the proprietary software of Data Cloud Solutions, LLC (in object code format only) and related documentation that is identified in any mutually agreed upon Purchase Order or Agreement.

1.5 "Business Unit" means the specific county division or operations unit identified in a Purchase Order for which Licensee is authorized to use the Licensed Software.

1.6 "Intellectual Property Rights" means any and all rights, whether or not registered, that may exist from time to time in this or any other jurisdiction under patent law, copyright law, moral rights law, publicity rights law, trade secret law, trademark law, unfair competition law or other similar protections.

2 PURCHASE ORDERS.

2.1 Licensee may issue to Data Cloud Solutions, LLC ("DCS") written Purchase Orders identifying the Licensed Software (as defined below) and services Licensee desires to obtain from DCS (the "Purchase Order(s)"). Such Purchase Orders shall be consistent with the terms and conditions of this Agreement. It is the parties' intent that the initial version of each Purchase Order shall be generated by DCS. DCS shall accept any mutually agreeable Purchase Orders or alterations thereto which do not establish new or conflicting terms and conditions from those set forth in this Agreement and the exhibit(s) attached hereto or entered into pursuant to the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Purchase Order, the applicable terms of this Agreement shall prevail over the conflicting terms of such Purchase Order. DCS may reject a Purchase Order that does not meet the conditions described above by promptly providing

to Licensee a written explanation of the reasons for such rejection. In order to be valid, all Purchase Orders submitted by Licensee must be substantially in the form of Purchase Order attached hereto and shall be executed by authorized representatives of each party prior to taking effect. Each executed Purchase Order shall be attached hereto and incorporated herein as Purchase Order 1, 2, et seq.

3 LICENSE.

3.1 Grant of License. Subject to the terms of this Agreement and any applicable Purchase Order, DCS hereby grants to Licensee a non-exclusive, non-transferable, non-sublicenseable, restricted license to use the Licensed Software for internal purposes only, for the specific business purposes and Business Unit (if applicable), and during the license term specified in a Purchase Order (the "License"). The License permits employees and authorized users of Licensee to use the Licensed Software, subject to the number of Floating Users and/or Named Users specified in the Purchase Order.

3.2 Prohibited Uses. Licensee may not (i) transfer all or any portion of the Licensed Software to a different computer configuration or permit use by third parties or other functionally independent business units affiliated with Licensee or affiliates of Licensee, (ii) reinstall or use the Licensed Software or documentation following the expiration or termination of this Agreement unless it enters into an additional license agreement with DCS, (iii) attempt to circumvent any technical devices of the License Software that are directed at, or have the effect of, enforcing the terms of this Agreement, (iv) make copies of the Licensed Software other than for backup, training, testing or other internal support reasons, or (v) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied to Licensee. Licensee may not remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, notice or legend on any copy of the Licensed Software, the media on which it is contained, or related data, documentation or other materials. Licensee may not market, sell, lend, rent, lease, or otherwise distribute the Licensed Software. Except as otherwise expressly provided herein, Licensee may not assign, sublicense or otherwise transfer any rights in or to the Licensed Software. The Licensed Software shall not be used under any circumstance whatsoever directly or indirectly in a computer service business or service

bureau or in a rental or commercial timesharing arrangement.

3.3 Designated Hardware. Licensee agrees to operate the Licensed Software on hardware meeting or exceeding the requirements as specified in a Purchase Order or this Agreement or otherwise recommended by DCS. Licensee acknowledges and agrees that the License is restricted to county/Customer operations only, and that the Licensed Software may not be installed on hardware not owned and operated by Licensee.

3.4 Database. Licensee agrees that the database created by DCS and its architecture are key components of Software that is also being licensed concurrently with this Agreement. The database may be subject to copyright protection by DCS. Licensee acknowledges that any alteration of the database – even in the case of changing data that may be owned by Licensee – that is performed by software that is not the Licensed Software and/or by an agent that is not associated with DCS is inconsistent with the License granted under this Agreement and may cause the Licensed Software to malfunction or affect the integrity of the data in the database, and that DCS can no longer warrant the accuracy of the data or the database. Licensee shall not permit any third party or third party software product to access the database except with the prior written consent of DCS. Notwithstanding anything in this License to the contrary, all data and information of or related to the License shall be owned by the Licensee and may be used and retained by the Licensee in its discretion, during the term of this License or after the expiration of the License. Such use and retained data shall not be deemed to be a breach of this Agreement.

SERVICES.

4.1 Professional Services. DCS shall provide professional services (“Services”) as described in Purchase Orders to assist with data conversion, system implementation and configuration, customization, and installation, or in connection with other activities as may be described in Purchase Orders. Subject to the mutual agreement of the parties in a Purchase Order or this Agreement, DCS personnel will perform these Services at the rate and charges set forth in such Purchase Order; plus applicable travel, meal and lodging expenses if preapproved by Customer.

4.2 Maintenance and Support Services. DCS shall provide maintenance and support services (“Maintenance”) as described in Purchase Orders or this Agreement to maintain the Licensed Software and to provide technical support, Licensed

Software updates, and other services as described in Purchase Orders or this Agreement. Unless otherwise set forth in an applicable Purchase Order, support calls for service will be provided during normal business hours, and will be responded to in a maximum of 1 day for standard inquiries and 3 hours for emergency inquiries from the time the call was placed or 3 hours for premium support services (if purchased); or otherwise resolved as soon as reasonably possible as defined within this Agreement. Licensee understands and agrees that if Licensee discontinues and then resumes the use of Maintenance, Licensee will be required to pay DCS the entire Annual Maintenance and Support Services Fees for the period of discontinuance, plus any Maintenance Services then commencing.

5 FEES AND EXPENSES.

5.1 In consideration for the License and the Services and Maintenance to be provided by DCS, Licensee shall pay the fees as indicated in the applicable Purchase Order. Licensee will pay these fees within thirty (30) days of the date of the invoice, unless otherwise stipulated in the Purchase Order or this Agreement. Thereafter, all past due balances shall accrue interest at the rate of 1% per month. Licensee agrees that the SaaS CAMA CloudSM applications are available only through a rental time-based subscription basis and the failure to pay any fees related thereto greater than sixty (60) days shall permit DCS to deny Licensee- without notice - access to those aspects of the Software until full payment for all amounts owing are paid in full.

6 PROPRIETARY RIGHTS AND CONFIDENTIALITY.

6.1 Licensee understands and agrees that the Licensed Software, related data, documentation, and all other information and materials provided by DCS to Licensee (the “Proprietary Information”) are confidential and that DCS has and will have exclusive Intellectual Property Rights in such Proprietary Information.

6.2 Licensee acknowledges and agrees that no title or ownership of the Licensed Software or any of DCS’s Intellectual Property Rights is transferred to Licensee by this Agreement and that the Licensed Software and all Intellectual Property Rights are and will remain the exclusive property of DCS. Except as otherwise expressly set forth in any Purchase Order or this Agreement, DCS shall own all right, title, and interest in and to all Deliverables that are written or created by DCS personnel alone or jointly with Licensee or third parties in connection with this Agreement. “Deliverable” shall mean any work product, software, co-development, analysis, or other deliverable(s) produced for or delivered to Licensee under this Agreement in connection with a Purchase Order.

6.3 Licensee agrees not to make any claim or representation of ownership of any of the Licensed Software and all related data, documentation and other materials, including any Deliverables. Subject only to the rights expressly granted to Licensee under this Agreement according to the non-exclusive License herein, all rights, title and interest in and to the Licensed Software including without limitation the Proprietary Rights will remain with and belong exclusively to DCS. This is a software license agreement and not an agreement for the sale of the Licensed Software.

6.4 Licensee agrees to keep all Licensed Software (including all related data, documentation and other materials) and other confidential information of DCS confidential and agrees not to sell, assign, distribute or disclose any Licensed Software or any portion of the Licensed Software to any other person or entity. Licensee agrees to advise its employees, agents and consultants of the confidential and proprietary nature of the Licensed Software (including all related data, documentation and other materials) and of the restrictions imposed by this Agreement, and agrees to confine access to Licensee's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement. Demonstrating the capability of the system to competing property assessment jurisdictions, competing vendors, and/or competing agents/consultants shall be a disclosure of the Licensed Software that constitutes a material breach of this Agreement.

6.5 DCS agrees to keep confidential all of Licensee's confidential information, and agrees not to sell, assign, distribute or disclose any such confidential information to any other person or entity. DCS agrees to advise its employees, agents, and consultants of the confidential and proprietary nature of such confidential information and of the restrictions imposed by this Agreement, and agrees to confine access to DCS's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement and by law.

6.6 The provisions of this Section 6 apply to the Licensed Software as originally delivered by DCS and as modified or otherwise enhanced and to any data, documentation, other materials and information regarding the Licensed Software that has been given to Licensee prior to the Effective Date, and apply to Licensee and to all employees, agents, consultants and affiliates of Licensee.

6.7 Licensee agrees to assist DCS in stopping and preventing any possession or use of the Licensed Software (including all related data, documentation and other materials) by any person or

entity not authorized by this Agreement to have such possession or use, and will cooperate with DCS in any litigation that DCS determines is reasonably necessary to protect the Proprietary Rights.

6.8 The parties agree that any breach of the provisions of this Section 6 will cause substantial damages, that the amount of such damages is difficult to determine with precision, and that any remedies at law for such a breach will entitle the owner of the confidential information or Proprietary Information as the case may be, in addition to any other remedies it may have, to temporary and permanent injunctive and other relief, without the necessity of posting bond or proving actual damages.

7 INDEMNITY.

7.1 DCS will indemnify and defend Licensee, at DCS's expense, against any claim or any action brought, and will pay any and all costs, liabilities, expenses, settlements, or judgments finally awarded in favor of a third party against Licensee, based upon any claim that the Licensed Software infringes any valid U.S. patent, copyright or trade secret, provided that Licensee: (i) promptly notifies DCS in writing of any such claim; (ii) gives DCS full authority and control of the settlement and defense of the claim; (iv) has not made any admission or offer to settle and (iv) fully cooperates with DCS in the defense of such claims, including providing adequate assistance and information. The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without DCS's prior written consent.

7.2 This indemnity does not apply to, and DCS will have no obligation to Licensee for, any infringement claim that arises from: (i) any modification to the Licensed Software by anyone other than DCS unless approved in writing by DCS; (ii) modifications made by DCS at Licensee's request in compliance with Licensee's design, specifications or instructions; (iii) use of the Licensed Software other than as specified in this Agreement or in the applicable documentation; (iv) use of the Licensed Software in conjunction with third-party software, hardware or data other than that with which the Licensed Software is specifically designed to be used, solely as expressly specified in the documentation or this Agreement, or (v) use of a prior version of the Licensed Software, if the infringement claim could have been avoided by the use of the current version of the Licensed Software.

7.3 If an infringement claim arises, or in DCS's reasonable opinion is likely to arise, DCS may at its own expense and in its own discretion obtain for Licensee the right to continue using the Licensed Software, modify the Licensed Software to make it non-infringing, or substitute other Licensed Software of

substantially similar capability and functionality. If none of these options are reasonably available to DCS, DCS may terminate the License for the infringing Licensed Software and refund to Licensee the License fee paid for the infringing Licensed Software, less a reasonable charge for Licensee's use of the Licensed Software prior to such termination. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF DCS AND THE EXCLUSIVE REMEDIES OF LICENSEE WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR INTELLECTUAL PROPERTY RIGHTS VIOLATIONS.

8 WARRANTY AND LIMITATION OF LIABILITY.

8.1 DCS warrants that as of the Effective Date of this Agreement, (i) it has the authority to grant the License under this Agreement to Licensee; (ii) any Services provided under this Agreement and any Purchase Orders will be performed in a professional and workmanlike manner; and (iii) the Licensed Software will conform substantially to its documentation for thirty (30) days from go-live delivery. Licensee's sole remedy for a breach of the express warranties in this section shall be repair or replacement of the Licensed Software or reperformance of any applicable Services within a reasonable time.

8.2. DCS MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE LICENSED SOFTWARE OR ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. DCS DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, DCS HAS NO DUTY TO UPDATE, MAINTAIN OR PROVIDE ANY ENHANCEMENTS FOR THE LICENSED SOFTWARE.

8.3 EXCEPT FOR DAMAGES ARISING FROM THE BREACH OF EITHER PARTY'S INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OR THE CONFIDENTIAL OBLIGATIONS SET FORTH HEREIN, IN RELATION TO ALL PURCHASE ORDERS AND THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY IN THE AGGREGATE FOR DAMAGES IN EXCESS OF

ANY AMOUNTS ACTUALLY PAID TO DCS HEREUNDER.

8.4 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, WHICH INCLUDES BUT IS NOT LIMITED TO LOST PROFITS OR LOST SAVINGS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9 TERM AND TERMINATION.

9.1. The term of this Agreement shall begin on the Effective Date and continue in effect until terminated as provided herein or otherwise stipulated in the Agreement. In the event that either party fails at any time to comply with any of its obligations under this Agreement and fails to cure such breach within thirty (30) calendar days after the giving of a written notice of breach that describes in reasonable detail the alleged breach, the other party may terminate this Agreement effective on the 31st day after the original written notice of breach unless some interim arrangement has been reached between the parties during the 30-day cure period. If Licensee breaches any provision of Section 3 or Section 6, DCS may terminate this Agreement immediately upon written notice to Licensee. After the expiration of one year from the execution of this Agreement, the Customer shall have the right to terminate this Agreement, with or without cause, by providing sixty (60) days written notice to DCS of Customer's intent to terminate this Agreement. Upon termination, Licensee shall immediately destroy all copies of the Licensed Software, and certify to DCS that it has retained no copies of the Licensed Software. Upon termination, regardless of the reason for termination, Licensee shall pay DCS all undisputed Fees or expenses then due or incurred up to the time of termination, which fees or expenses shall be prorated based on the number of days which have expired during the calendar year. The rights and responsibilities of the parties pursuant to paragraphs 3.2, 5, 6, 8.2, 8.3, and paragraph 10 shall survive the expiration or termination of this Agreement.

9.2 NON-APPROPRIATION. DCS acknowledges that Licensee is a governmental entity and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not appropriated for the performance of Licensee's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Licensee thirty (30) days after written notice to DCS of the non-appropriation of public funds. It is expressly agreed that Licensee shall not activate this non-appropriation provision for its convenience or to

circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. Any services performed by DCS prior to its receipt of notice of the Licensee's intent to terminate this Agreement in accordance with this paragraph shall nonetheless be paid to DCS, including all non-refundable amounts.

MISCELLANEOUS.

10.1 Except for Customer's obligation to pay DCS, Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

10.2 This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; provided however, that (i) Licensee may not assign or otherwise transfer this Agreement or any of its rights and/or obligations hereunder without the prior written consent of DCS, and (ii) DCS may only transfer or assign its rights and obligations under this Agreement to an affiliate, in connection with a merger or acquisition or in connection with a corporate reorganization.

10.3 No delay, omission or failure to exercise any right or remedy under this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

10.4 DCS and Licensee are independent contractors with respect to one another under this Agreement, and neither one is a partner, joint venture, employee, agent or legal representative of the other for any purpose.

10.5 This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Alabama, without respect to conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement.

10.6 If any provision of this Agreement or compliance by any of the parties with any provision of

this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, shall be deemed modified as necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, such provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severed from the remaining provisions of this Agreement, which provisions will remain in full force and effect.

10.7 In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement, and (iii) there will be added automatically as a part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

10.8 The parties may make disclosures regarding this Agreement required by legal, accounting, or regulatory agencies. Subject to the confidentiality restrictions set forth in Section 6 above and applicable law, the parties may create and distribute media releases, public announcements, or make public disclosures regarding the existence of the Agreement and such releases, announcements and disclosures may include the name trademark or logo of either of the parties, and be posted on the parties respective web sites. Any media release or public announcement by Licensee regarding this Agreement shall be subject to prior approval by DCS. DCS may disclose Licensee's name on a list of customers.

10.9 This Agreement will become effective only upon execution of this Agreement by an authorized officer of DCS and Licensee.

10.10 Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of (i) the date it is delivered in the case of delivery by hand or overnight delivery, (ii) on the date of facsimile if sent by confirmed facsimile,

and (iii) three (3) days after deposit in the mail in the case of certified mail delivery. Copies of all notices to DCS shall be sent to: Data Cloud Solutions, LLC, 2 West Columbia Street, Suite 220, Springfield, OH 45502; and, Data Cloud Solutions, LLC, PO Box 2194, Springfield, OH 45501; and a PDF copy to records@datacloudsolutions.net

10.11 The Uniform Computer Information Transactions Act does not apply to this Agreement.

10.12 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Such counterparts may be sent via facsimile or in PDF format via email.